

Memorandum

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To: The Honorable Solomon C. Stinson, Chair
and Members, Miami-Dade County School Board

From:  Christopher Mazzella, Inspector General
for Miami-Dade County Public Schools

Date: February 23, 2009

Subject: OIG Final Report Re: *Renovations to the Home of School Board Member
Agustin Barrera*, Ref. IG08-53SB

Attached please find the Office of the Inspector General's (OIG) final report concerning our investigation into the allegation that School Board Member Agustin Barrera may have created a conflict of interest by contracting with Howard Diston's company, D2 Construction Inc., for renovations to his home. Mr. Diston is an employee of JASCO Construction Managers, Inc. (JASCO), and he is also the principal owner of D2 Construction, a firm that sub-contracts to JASCO on Miami-Dade County Public School (MDCPS) construction projects. The OIG's investigation was initiated not only based on the allegation received but also at the request of Mr. Barrera who asked that we look into the matter.

In addition to our findings and conclusion, our report recommends that the School Board, perhaps through the Ethics Advisory Committee, either adopt procedures further clarifying School Board Rule 6Gx13-4A-1.212, *Conflicts of Interest*, or amend the rule so as to provide basic guidelines to its employees and officials regarding the extent of due diligence required to reasonably ensure they are not violating the rule.

cc: Alberto Carvalho, Superintendent, Miami-Dade County Public Schools
Luis Garcia, Interim School Board Attorney
Allen Vann, Chief Auditor, Office of Management and Compliance Audits
Daneen Regna, Chair, and Members, MDCPS Ethics Advisory Committee
Esteban Suarez, President and CEO, JASCO Construction Managers, Inc.
Howard Diston, President, D2 Construction, Inc.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
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Final Report Re: Renovations to the Home of School Board Member Agustin Barrera

INTRODUCTION & SYNOPSIS

In September 2008, the Miami-Dade County Public Schools Office of the Inspector General (OIG) began an investigation after receiving an allegation that Agustin Barrera, a member and former chairperson of the School Board of Miami-Dade County,¹ may have created a conflict of interest by contracting with Howard Diston, a full-time salaried project manager for JASCO Construction Managers, Inc. (JASCO), to perform renovations on his home. The OIG opened this investigation not only based upon the information received, but also at the request of Mr. Barrera.

The OIG's investigation determined that in September 2007, Mr. Barrera contracted with D2 Construction, Inc. (D2 Construction) to perform renovations on his personal residence. Mr. Barrera selected D2 Construction after soliciting a recommendation from Esteban L. Suarez, the President, CEO, and half-owner of JASCO. JASCO, since 2000, has received a considerable number of contracts from MDCPS. JASCO occasionally utilizes D2 Construction to provide first tier subcontracting services on MDCPS projects. Moreover, Mr. Diston, the owner of D2 Construction, is a full-time salaried project manager for JASCO.

OIG Special Agents interviewed Mr. Barrera, and he confirmed that he sought a recommendation for a home improvement contractor from Mr. Suarez, whom he knew to be President and part-owner of JASCO, but whom he also considered a personal friend. Mr. Barrera stated that he valued Mr. Suarez's opinion and that his greatest concern was finding a contractor with whom he could entrust the keys to his home. Although Mr. Barrera recalled that Mr. Suarez told him that Mr. Diston was a subcontractor for JASCO, he did not recall when he was told that information. Mr. Barrera also stated he did not know that Mr. Diston was actually an employee of JASCO, and that he had never met Mr. Diston prior to contracting for the renovations. Finally, Mr. Barrera acknowledged that he has voted on MDCPS contracts awarded to JASCO, but did not believe that such action resulted in a conflict of interest, particularly since he was not aware that Mr. Diston was an employee of JASCO.

Although these circumstances may give rise to the perception that the business arrangement between Mr. Barrera and D2 Construction may not have been an arms-length transaction, the evidence obtained by the OIG investigation to date does not support such a conclusion. We note that the School Board and MDCPS have not promulgated any policies or procedures prescribing the extent of due diligence required to identify possible conflicts of interest. Given the absence of any such formal guidance, the OIG is not in a position to

¹ At all times relevant to this investigation, Mr. Barrera was Chairperson of the School Board.

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offer an opinion as to whether the due diligence performed by Mr. Barrera, namely, questioning Mr. Suarez and consulting the MDCPS vendor list, was reasonable or not. Nevertheless, given Mr. Barrera's position as a School Board member, and his knowing that JASCO is a major contractor of MDCPS construction projects, he should have sought guidance and an opinion from at least the School Board Attorney on whether such a home renovation contract with JASCO's sub-contractor posed any future voting conflicts on MDCPS contract awards.

By way of this report, the OIG recommends that the School Board, perhaps through the Ethics Advisory Committee, either adopt procedures further clarifying School Board Rule 6Gx13-4A-1.212, *Conflicts of Interest*, or amend the rule so as to provide basic guidelines to its employees and officials regarding the extent of due diligence required to reasonably ensure they are not violating the rule.

OIG JURISDICTIONAL AUTHORITY

The OIG provides inspector general services to the MDCPS pursuant to the Interlocal Agreement (ILA) between Miami-Dade County and MDCPS. The ILA for inspector general services is expressly authorized by MDCPS School Board Rule 6GX13-8A-1.08. The scope and jurisdiction of the OIG's activities is dictated by the ILA. Among the authority jurisdiction, responsibilities and functions conferred upon the OIG through the ILA is the authority and jurisdiction to make investigations of MDCPS affairs, including the power to review past, present and proposed programs, accounts, records, contracts and transactions. The OIG shall have the power to require reports and the production of records from the MDCPS Superintendent, School Board members, School District departments and allied organizations, and School District officers and employees, regarding any matter within the jurisdiction of the OIG.

BACKGROUND

School Board Member Agustin Barrera

Mr. Barrera was elected to the School Board in November 2002, and served as its Chairman from December 2005 through mid-November 2008.

JASCO Construction Managers, Inc. (JASCO)

JASCO is based in Miami-Dade County, and maintains regional offices in Broward and Palm Beach Counties. Since 2000, JASCO has received contracts from MDCPS valued at

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over \$135 million dollars. JASCO is half-owned by Esteban L. Suarez, who also serves as President and CEO.

Howard Diston is a full-time, salaried project manager for JASCO. Mr. Diston's biography, indicating his employment relationship with JASCO, is displayed on JASCO's internet website; however, his biography does not identify his relationship with D2 Construction.² (Exhibit 1)

D2 Construction

D2 Construction is a state certified general contracting firm that was initially incorporated in 2003. Its owners are Howard and Donna Diston.³ Mr. Diston is a certified general contractor and serves as the qualifier for the firm.

The bulk of D2 Construction's work is to provide first tier subcontracting services for JASCO on MDCPS projects, despite the fact that Mr. Diston is also employed by JASCO. Between 2005 and 2008, D2 Construction billed JASCO over \$3 million for work performed on MDCPS projects. D2 Construction is not identified on the MDCPS list of vendors.

GOVERNING AUTHORITIES

Chapter 112, Part III, Florida Statutes, *Code of Ethics for Public Officers and Employees*, prohibits public officers from creating a conflict of interest in connection with the performance of their official duties. Pursuant to Section 112.313(1), the definition of a "public officer" includes "any person elected or appointed to hold office in any agency."

Section 112.313(7)(a), Florida Statutes, *Conflicting Employment or Contractual Relationship*, states that:

No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . .

² It could be argued that Mr. Barrera could have learned of Mr. Diston's employment with JASCO from the JASCO website. Nevertheless, we do not know if that information was available on the website in 2007.

³ Source: Miami-Dade County Vendor Registration Information.

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The School Board has also promulgated various rules that supplement, but do not supplant, the conflict of interest proscriptions imposed by Florida law. MDCPS School Board Rule 6Gx13-4A-1.212, *Conflict of Interest*, states in part:

[N]o School Board employee shall hold any employment or contract with any business entity or any agency that is doing business with the School Board.

In addition, MDCPS School Board Rule 6Gx13-4A-1.213, *Code of Ethics*, states in part:

No employee shall engage in conduct, which creates a conflict of interest. A conflict of interest shall be defined as a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

Financial Interest. ... [A]n employee shall not engage, or have any interest, financial or otherwise ... in any transaction ... which conflicts with or impairs the proper discharge of official duties or which could bring disfavor or disrespect upon the employee or Miami-Dade County Public Schools

Contracting Decisions. An employee shall not recommend, vote or otherwise participate in the decision to make any contract between the school district and any business or entity in which the employee has a personal or financial conflict of interest.

INVESTIGATION

During the course of the investigation, OIG Special Agents reviewed documents including, but not limited to, School Board and MDCPS contracting records; School Board minutes and voting records; JASCO business and employment records; D2 Construction business records; and contracts, invoices, financial histories and payment records related to the renovation work performed on Mr. Barrera's personal residence. In addition, OIG Special Agents interviewed witnesses including Messrs. Suarez, Diston, and Barrera.

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The Selection of D2 Construction to Perform Renovations to Mr. Barrera's Home

The OIG investigation determined that when Mr. Barrera sought a recommendation for a home improvement contractor, he approached Mr. Suarez, whom he considered not only to be professionally knowledgeable, but also a personal friend. Based on Mr. Barrera's chief concerns—that the contractor be both efficient and trustworthy—Mr. Suarez recommended Howard Diston's D2 Construction as the contractor. Thereafter, Mr. Barrera approached Mr. Diston and reached an agreement for D2 Construction to perform the renovations. The investigation has not uncovered any evidence suggesting that the recommendation was either sought by Mr. Barrera, or made by Mr. Suarez, as a result of JASCO's contracting relationship with MDCPS.

The Contract for Renovations

On September 12, 2007, Mr. Barrera entered into a \$95,000 contract with D2 Construction for renovations to his personal residence, namely, the construction of a 782 square foot addition and related cosmetic alterations. The contract's scope of work excluded the provision of permit fees, doors and windows, stone tile materials, electrical and plumbing fixtures, and mechanical work. Instead, it called for installation only of owner-supplied doors and windows, stone tiles, and plumbing and electrical fixtures. A subsequent change order, dated January 27, 2008, increased the contract cost to \$106,075. (Exhibit 2)

The Renovations

Between September 2007 and March 2008, D2 Construction undertook and successfully completed all the renovations contemplated by the original contract and the subsequent change order. In keeping with its usual business practice, D2 Construction did not perform any of the work itself. Rather, D2 Construction subcontracted the performance of all the construction services required to complete the renovations.

Payments for the Renovations

The OIG investigation has determined that Mr. Barrera made five progress payments pursuant to invoices he was provided by D2 Construction, between September 2007 and March 2008, based upon the project's percentage of completion. The five payments totaled \$106,075. (See Exhibit 3, composite of the five invoices.) The general contractor mark-up was not readily discernable on the face of each invoice, nor was it stated in the proposal or contract.

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As part of the investigation, OIG Special Agents reviewed the invoices submitted to D2 Construction by its subcontractors, which reflected a collective construction cost of \$99,093.58. As D2 Construction received its full contract price of \$106,075, it realized a profit of approximately \$7,000 on the renovations to Mr. Barrera's home, or roughly 6.6 percent.⁴ On the other hand, OIG Special Agents in reviewing D2 Construction's invoices submitted to JASCO on MDCPS projects found that D2 Construction routinely charges JASCO a 25% markup on invoices that it submits on MDCPS projects. (See Exhibit 4, examples of 2008 D2 Construction invoices to JASCO). As such, the OIG has initiated a review of MDCPS' construction contracting practices, especially at the sub-contractor levels.

JASCO's MDCPS Contracts Approved by Mr. Barrera

Between January 2006 and November 2007, Mr. Barrera, as a member of the School Board, voted to approve seven contracts to JASCO totaling almost \$53 million.⁵ On November 20, 2007, approximately two months after he contracted with D2 Construction to renovate his personal residence, Mr. Barrera voted to approve a \$5,993,277 contract for JASCO to renovate Miami Springs High School. (Exhibit 5, abridged minutes of the November 20, 2007 School Board Meeting; see Item F-38.)

Interview of Esteban L. Suarez

As part of the investigation, OIG Special Agents interviewed Mr. Suarez. Mr. Suarez stated that he recommended Mr. Diston to Mr. Barrera because he considered Mr. Diston to be a particularly efficient and trustworthy contractor. Mr. Suarez also stated that he informed Mr. Barrera that Mr. Diston had performed subcontractor work for JASCO, but could not recall whether he also informed Mr. Barrera that Mr. Diston was also a full-time JASCO project manager. When asked why he would hire someone as a subcontractor who was already working for his company as a full-time employee, Mr. Suarez replied that he was just trying to help Mr. Diston and allowed him to work as a subcontractor only with the understanding that his relationship with D2 Construction would not interfere with or delay any of his responsibilities as a project manager for JASCO.

⁴ In his response, Mr. Barrera states that the contractor's line item for "mobilization" was in reality a basis to capture general overhead costs and added profits and, as such, the overhead and profit percentage should be "probably closer to 9%."

⁵ Voting approval by the School Board is required only for contracts that are valued at over \$1 million.

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Mr. Suarez also stated that neither he, nor JASCO, has any ownership interest in D2 Construction. Mr. Suarez added that, except for Mr. Diston, no other JASCO employees were involved in any manner in the renovations performed on Mr. Barrera's home.

Interview of Howard Diston

OIG Special Agents interviewed Mr. Diston on two separate occasions. Mr. Diston acknowledged that he is a full-time employee of JASCO. Mr. Diston explained that the primary work of D2 is to act as a subcontractor on some of JASCO's MDCPS projects. Mr. Diston also stated that JASCO allowed him to conduct the affairs of D2 Construction only in addition to, rather than in lieu of, his responsibilities as a JASCO project manager.

Mr. Diston recalled obtaining the renovation contract with Mr. Barrera based on a recommendation from JASCO. Mr. Diston admitted that D2 Construction had never previously overseen a home renovation project, and that it was his preference to avoid them. However, Mr. Diston admitted that as a result of performing the renovations, he hoped that Mr. Barrera would favorably consider D2 Construction in the selection process for future MDCPS construction contracts.

Interview of School Board Member Agustin Barrera

OIG Special Agents also interviewed Mr. Barrera, who confirmed that he sought a recommendation for a home improvement contractor from Mr. Suarez, who he knew to be President and part-owner of JASCO, but also considered a personal friend. Mr. Barrera stated that he valued Mr. Suarez's opinion and that his greatest concern was finding a contractor with whom he could entrust the keys to his home. Although Mr. Barrera recalled that Mr. Suarez told him that Mr. Diston was a subcontractor for JASCO, he did not recall when he was told the information. Mr. Barrera also stated he did not know that Mr. Diston was actually an employee of JASCO, and that he had never met Mr. Diston prior to contracting for the renovations.

Mr. Barrera acknowledged that he has voted on MDCPS contracts awarded to JASCO, but did not believe that such action resulted in a conflict of interest, particularly since he was not aware that Mr. Diston was an employee of JASCO. Mr. Barrera stated that he paid a reasonable price for the home renovation work and did not believe that he received any type of discount. Finally, Mr. Barrera emphasized that his selection of D2 Construction was a product of his friendship with Mr. Suarez, and that he did not intend to create any conflict of interest regarding any official acts he had undertaken, or might undertake, in connection with the contracts received by JASCO from MDCPS.

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MR. BARRERA'S RESPONSE TO THE DRAFT REPORT

This report, as a draft, was provided to Messrs. Suarez, Diston and Barrera for their comment. The OIG only received a response from Mr. Barrera, which is attached as Appendix A.

We appreciate Mr. Barrera's response. In his response, Mr. Barrera stated that he could not have violated Florida law or any School Board rules that might prohibit his contractual relationship with D2 Construction because it was never an MDCPS vendor. In support of his position, Mr. Barrera provided the OIG with a list of MDCPS vendors which does not, in fact, include D2 Construction. Mr. Barrera also stated that, as an exercise in due diligence, he consulted the vendor list prior to hiring D2 Construction.

Similarly, Mr. Barrera stated he did not violate the MDCPS Code of Ethics because he did not learn that Mr. Diston was an employee of JASCO, despite his inquiries to Mr. Suarez. Mr. Barrera also noted that MDCPS contractors are chosen by an internal staff committee with which he has no involvement. Finally, Mr. Barrera disputed whether the profit realized by D2 Construction on the renovation project resulted in any financial benefit to him.

CONCLUSIONS & RECOMMENDATIONS

The OIG's investigation determined that in September 2007, Mr. Barrera contracted with D2 Construction to perform renovations on his personal residence while Mr. Diston was employed as a full-time, salaried project manager of JASCO, which has received MDCPS contracts valued at over \$135 million. Further, Mr. Barrera has voted to award MDCPS contracts to JASCO, one of those votes having occurred on November 20, 2007, approximately two months after he contracted with D2 Construction to renovate his personal residence. Finally, the OIG investigation also determined that D2 Construction charged Mr. Barrera a lower markup than it charges for subcontracting work on JASCO's MDCPS projects. Mr. Barrera claims that the contract for his home renovations were at fair market price.

Although these circumstances may give rise to the perception that the business arrangement between Mr. Barrera and D2 Construction may not have been an arms-length transaction, the evidence obtained by the OIG investigation to date does not support such a conclusion. We note that the School Board and MDCPS have not promulgated any policies or procedures prescribing the extent of due diligence required to identify possible conflicts of interest. Given the absence of any such formal guidance, the OIG is not in a position to offer an opinion as to whether or not Mr. Barrera's efforts to exercise due diligence to

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determine whether Mr. Diston was a JASCO employee, or whether D2 Construction was an MDCPS vendor, such as questioning Mr. Suarez and consulting MDCPS vendor lists, was reasonable.⁶

Nevertheless, given Mr. Barrera's position as a School Board member, and his knowing that JASCO is a major contractor of MDCPS construction projects, he should have sought guidance and an opinion from at least the School Board Attorney on whether such a home renovation contract with JASCO's sub-contractor posed any future voting conflicts on MDCPS contract awards.

In addition, although Mr. Diston admitted that as a result of performing the renovations, he hoped that Mr. Barrera would give favorable future consideration to D2 Construction, such a motive cannot be imputed to Mr. Barrera, particularly given his lack of involvement in the MDCPS contractor selection process.

School Board Rule 6Gx13-4A-.212, *Conflicts of Interest*, requires School Board officials and staff to avoid conflicts of interest. But no regulations have been promulgated offering reasonable guidelines as to extent of due diligence required to identify conflicts. By way of this report, the OIG recommends that the School Board, perhaps through the Ethics Advisory Committee, consider adopting such due diligence policies and procedures.

⁶ For instance, had Mr. Barrera taken an additional step of conducting, for example, a simple internet *Google* search, he might have learned that Mr. Diston was a JASCO employee, assuming, of course, that such information was posted on the JASCO website in 2007. Upon learning of this fact, it would have been—we believe—absolutely necessary for Mr. Barrera to have obtained an advisory opinion before entering into a contract with Mr. Diston's D2 Construction.

Miami-Dade County Public Schools

OIG

Appendix A

Response from Agustin Barrera

Final Report

IG08-53SB

MDC-OFFICE OF THE
INSPECTOR GENERAL

January 20, 2009

2009 JAN 21 AM 11:11

Mr. Chris Mazzella
Office of the Inspector General
19 West Flagler Street
Miami, FL 33130

Re: IG08-53SB

Dear Mr. Mazzella:

Thank you for your courtesy and for allowing me an opportunity to share my views on this matter. I requested that this issue be investigated to clear my reputation and I appreciate the professional handling of what is an extremely important situation for me and my family.

There are two issues dispositive of the above investigation:

- 1) I did not violate FS 112.313(7) and related School Board rules, which prohibit a contractual relationship between a School Board member and a School Board vendor, when I entered into a contract with D2 Construction because D2 Construction was in fact never a vendor to the School Board and because prior to hiring D2 Construction, I exercised due diligence to investigate whether or not it was a vendor.
- 2) I did not violate the Code of Ethics, which prohibits a school system employee from being in a situation in which regard for a private interest tends to lead to a disregard for public duty, because I was not aware that Mr. Diston was employed by JASCO, a School Board contractor, and therefore had no knowledge of any "private interest" which would cause me to disregard his public duty.

As to the first issue, the record is quite clear that D2 Construction is not and never was a vendor to the School Board and that there is no violation of the statute and rules. I exercised due diligence in inquiring as to whether there was any relationship between D2 Construction and the School Board contractor by asking each company's owner about the relationship and by being assured by both parties that they did not have a financial or ownership interest in the other party's corporation. Based upon the information I had at the time I entered into the contract with D2 Construction, I had no reason to believe that there was any relationship between Mr. Diston, personally, and the School Board contractor and no basis to believe that he had any "private interest" under the Code. It is clear that I made a real effort to avoid even the appearance of a conflict.

As to the second issue, in order for me to have violated this provision of the Code of Ethics, I would first have had to know that I had a "private interest" – that is, that there was a relationship between Mr. Diston, as employee, and the

Mr. Chris Mazzella
Office of the Inspector General
Re: IG08-53SB
January 20, 2009
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School Board contractor which might influence my conduct. There is no evidence that at the time I entered into the contract for renovation I had any such knowledge and, in fact, I had no such knowledge; on the contrary, I made reasonable inquiry to determine that there was NO prohibited relationship by asking specific questions and receiving specific answers in order to avoid the appearance of conflict.

The renovation contract was clearly at fair market. I did not receive advantageous terms on the contract with D2 Construction nor was I asked for any assistance by the contractor in connection with any School Board work. The evidence indicates that the ordinary and customary Overhead and Profit on a residential construction job is 15%, generally half of which is overhead and half of which is profit. The line item "mobilization" is also considered part of profit and, in a small job such as this one, represents several percentage points of additional profit. Thus, the "profit" to D2 Construction on this renovation contract was at least 6.6% and, with the "mobilization", probably closer to 9%. The record also shows that I bought a considerable quantity of my own materials for the job and that the per square foot cost was completely consistent with the fair market cost of this kind of project. Therefore, there was no financial benefit to me from using D2Construction.

Lastly, School Board contractors are chosen by an internal staff committee with which I had no involvement and all of the JASCO contracts with the School Board were unanimously approved by the School Board. I was never in a position to disregard my public duty in connection with such contracts, since during the four years from 2004 – 2008 there was never a divided vote on the School Board over whether to select JASCO for a school construction project. . Any other matters involving this School Board contractor were outside of my knowledge and completely irrelevant to my actions in this matter.

I believe that there is no basis for any finding of conflict of interest or violation of the Code of Ethics, that a finding of no probable cause is appropriate and that no further review of this matter is warranted.

Thank you,



Agustin J. Barrera
5030 SW 65 Avenue
South Miami, FL 33155
786.295.1222

Miami-Dade County Public Schools

OIG

EXHIBIT 1

Final Report

IG08-53SB



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Howard Diston, C.G.C.
Project Manager.



Howard Diston, C.G.C.

Experience:

- Project Manager of City of Miami Beach, Fire Station No. 2 – \$8 Mil.
- Project Manager Booker T. Washington Middle School, Miami, Fl – \$15 Mil.
- Assistant Project Manager of Community High School, S-6 – Palm Beach County – \$25 Mil.
- Project Engineer – High School “DDD”, Broward County – \$24 Mil.

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Miami-Dade County Public Schools

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EXHIBIT 2

Final Report

IG08-53SB

D2 Construction Inc.
15530 SW 112 Drive
Miami, FL 33196
(305) 879-512

②

Construction Proposal
September 1, 2007

Project: Barrera Residence

Client: Agustin Barrera
5030 SW 65 Ave.
Miami, FL 33155

Job Site: Agustin Barrera
5030 SW 65 Street
Miami, FL

CONTRACT

Contractor agrees to provide all the necessary labor, equipment, and materials in accordance with the attached Project Details, Drawings and additional specifications as may be needed and initiated by the parties and attached hereto. Work shall occur within thirty (30) days after receipt by contractor of all necessary building permits. Any alteration or deviation from the attached details, specifications and drawings which involve additional costs, will become an extra charge over and above the cost of the original agreement. All additional work shall be paid in full at the completion of such work. Contractor cannot be held responsible for any delays that may occur caused by weather or by outside sources by which the contractor has no control over.

SCOPE OF WORK

Furnish labor and materials to construct 728 SF addition as shown on drawings dated April 2007.

PAYMENTS

The Owner agrees to pay any and all payments according to the payment schedule detailed below. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, the Contractor reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made.

Total price for the completion of this project: \$95,000.00

20% deposit upon signing of Contract. The remainder to be paid as percentages complete as per payment application when submitted.

INCLUSIONS

Demolition, concrete work, masonry, steel columns with stone covering, drywall, plaster, stucco, wood shingle roofing with shingle replacement, installation only of doors and window, installation only for stone tiles, painting, plumbing, electrical and clean up.

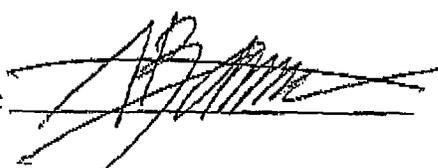
EXCLUSIONS

Permit fees, doors & window materials, stone tile materials, landscaping and irrigation, mechanical work, electrical and plumbing fixtures

SIGNATURE

Acceptance of basic construction contract per building plans.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Approved By:  Date: 9.12.07

3

D2 Construction, Inc.
 15530 SW 112 Drive
 Miami, FL 33196

Estimate

Date	Estimate #
9/1/2007	1

Name / Address
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155

Project
1

Description	Rate	Total
Mobilization	3,500.00	3,500.00
Demolition	5,000.00	5,000.00
Excavation & Back fill	1,000.00	1,000.00
Concrete Footer	7,000.00	7,000.00
Concrete Slab	8,000.00	8,000.00
Concrete Beam	6,000.00	6,000.00
Concrete Column	3,200.00	3,200.00
Masonry	5,000.00	5,000.00
Steel Columns	2,500.00	2,500.00
Roof Framing	3,000.00	3,000.00
Roofing, Flashing	14,500.00	14,500.00
Insulation	800.00	800.00
Install Doors & Trim	500.00	500.00
Windows & Trim	300.00	300.00
Drywall Framing	2,000.00	2,000.00
Drywall	5,000.00	5,000.00
Stucco, Lath & Plaster	5,000.00	5,000.00
Painting	1,800.00	1,800.00
Tiling	5,000.00	5,000.00
Plumbing	10,900.00	10,900.00
Electrical & Lighting	5,000.00	5,000.00
Change Order 1		
Demo, form and pour slab for A/C unit and extend slab at entrance	1,900.00	1,900.00
Demo soffit at sides and front of house and redo with plaster finish including vent	2,700.00	2,700.00
Skim coat entire existing back wall of house	1,350.00	1,350.00
Install framing and plaster finish for four columns at patio.	1,600.00	1,600.00
Replace wall and ceiling in existing master bedroom	1,800.00	1,800.00
Exterior patching and painting	2,300.00	2,300.00
Install roof turbines	150.00	150.00
Provide 40 year warranty for roof tiles	525.00	525.00

	Total
--	--------------

3

D2 Construction, Inc.
 15530 SW 112 Drive
 Miami, FL 33196

Estimate

Date	Estimate #
9/1/2007	1

Name / Address
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155

Project

Description	Rate	Total
Install water heater	800.00	800.00
Replace five outlets and add one in master bedroom	650.00	650.00
Credit for work not performed in other bathroom	-900.00	-900.00
Credit for deleted paint scope in original bid	-1,800.00	-1,800.00
----- CHANGE ORDER -----		
January 27, 2008		
> Added 1 02.10 Demo. (+\$1,900.00)		
> Added 1 02.10 Demo. (+\$2,700.00)		
> Added 1 31 Stucco/Plaster. (+\$1,350.00)		
> Added 1 31 Stucco/Plaster. (+\$1,600.00)		
> Added 1 18 Interior Walls. (+\$1,800.00)		
> Added 1 24 Paint. (+\$2,300.00)		
> Added 1 08 Roof Frame. (+\$150.00)		
> Added 1 09 Roof Flashing. (+\$525.00)		
> Added 1 14 Plumbing. (+\$800.00)		
> Added 1 16 Electrical & Lighting. (+\$650.00)		
> Added 1 14 Plumbing. (-\$900.00)		
> Added 1 24 Paint. (-\$1,800.00)		
Net change to estimate +\$11,075.00		

	Total	\$106,075.00
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Miami-Dade County Public Schools

OIG

EXHIBIT 3

Final Report

IG08-53SB

OK # 115

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Augustin Barrera
5030 SW 65th Ave
Miami, FL 33155

PROJECT: Addition
5030 SW 65th Ave
Miami, FL 33155

APPLICATION NO: 1

Distribution to:

FROM CONTRACTOR: VIA ARCHITECT/ENGINEER
D2 Construction, Inc.
15530 SW 112 Drive
Miami, Florida 33196

PERIOD TO: 21-Sep-07

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

PROJECT NOS:

CONTRACT FOR: Renovation

CONTRACT DATE: 1-Sep-07

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$	\$95,000.00
2. Net change by Change Orders	\$	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$95,000.00
4. TOTAL COMPLETED & STORED TO DATE	\$	\$20,000.00
5. RETAINAGE: (Original Contract Only)		
a. <u>10</u> % of Completed Work / Stored	\$	<u>0.00</u>
b. <u> </u> % of Stored Material	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or		
	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>20,000.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>20,000.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>75,000.00</u>

CONTRACTOR: D2 Construction, Inc.

By: [Signature] Date: 9/21/07

State of Florida County of Dade
Subscribed and sworn to before me this
Notary Public: Tania Honorat
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
9/21/2007	1

Bill To
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155

PAID

P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
Moblizatio...	Mobilization	3,500.00	100.00%	100.00%			3,500.00
02.10 Demo	Demolition	5,000.00	50.00%	50.00%			2,500.00
03 Excavati...	Excavation & Back fill	1,000.00	35.00%	35.00%			350.00
04 Concrete	Concrete Footer	7,000.00	100.00%	100.00%			7,000.00
04 Concrete	Concrete Slab	8,000.00	0.00%	0.00%			0.00
04 Concrete	Concrete Beam	6,000.00	65.00%	65.00%			3,900.00
04 Concrete	Concrete Column	3,200.00	0.00%	0.00%			0.00
05 Masonry	Masonry	5,000.00	0.00%	0.00%			0.00
31 Metals	Steel Columns	2,500.00	50.00%	50.00%			1,250.00
08 Roof Fr...	Roof Framing	3,000.00	50.00%	50.00%			1,500.00
09 Roof Fl...	Roofing, Flashing	14,500.00	0.00%	0.00%			0.00
17 Insulation	Insulation	800.00	0.00%	0.00%			0.00
12 Doors &...	Install Doors & Trim	500.00	0.00%	0.00%			0.00
13 Window...	Windows & Trim	300.00	0.00%	0.00%			0.00
18 Interior ...	Drywall Framing	2,000.00	0.00%	0.00%			0.00
18 Interior ...	Drywall	5,000.00	0.00%	0.00%			0.00
31 Stucco/...	Stucco, Lath & Plaster	5,000.00	0.00%	0.00%			0.00
32 Patch &...	Painting	1,800.00	0.00%	0.00%			0.00
23 Floor C...	Tiling	5,000.00	0.00%	0.00%			0.00
14 Plumbing	Plumbing	10,900.00	0.00%	0.00%			0.00
16 Electric...	Electrical	5,000.00	0.00%	0.00%			0.00

Total					\$20,000.00		
Payments/Credits					\$-20,000.00		
Balance Due					\$0.00		



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Augustin Barrera
 5030 SW 65th Ave
 Miami, FL 33155

PROJECT: Addition
 5030 SW 65th Ave
 Miami, FL 33155

APPLICATION NO: 2

Distribution to:

FROM CONTRACTOR: VIA ARCHITECT/ENGINEER
 D2 Construction, Inc.
 15530 SW 112 Drive
 Miami, Florida 33196

PERIOD TO: 9-Nov-07

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

PROJECT NOS:

CONTRACT FOR: Renovation

CONTRACT DATE: 1-Sep-07

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$	<u>95,000.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>95,000.00</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>32,750.00</u>
5. RETAINAGE: (Original Contract Only)		
a. <u>10</u> % of Completed Work / Stored	\$	<u>0.00</u>
b. _____ % of Stored Material	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or		
	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>32,750.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>20,000.00</u>
8. CURRENT PAYMENT DUE	\$	<u>12,750.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>62,250.00</u>

CONTRACTOR: D2 Construction, Inc.

By: [Signature] Date: 11/9/07

State of Florida County of Dade
 Subscribed and sworn to before me this
 Notary Public: Tania Honorat
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 12,750.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
11/9/2007	2

<p>Bill To</p> <p>Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155</p>



P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
Moblizatio...	Mobilization	3,500.00	0.00%	100.00%	3,500.00	100.00%	0.00
02.10 Demo	Demolition	5,000.00	0.00%	50.00%	2,500.00	50.00%	0.00
03 Excavati...	Excavation & Back fill	1,000.00	0.00%	35.00%	350.00	35.00%	0.00
04 Concrete	Concrete Footer	7,000.00	0.00%	100.00%	7,000.00	100.00%	0.00
04 Concrete	Concrete Slab	8,000.00	0.00%	0.00%			0.00
04 Concrete	Concrete Beam	6,000.00	35.00%	100.00%	3,900.00	65.00%	2,100.00
04 Concrete	Concrete Column	3,200.00	100.00%	100.00%			3,200.00
05 Masonry	Masonry	5,000.00	100.00%	100.00%			5,000.00
31 Metals	Steel Columns	2,500.00	50.00%	100.00%	1,250.00	50.00%	1,250.00
08 Roof Fr...	Roof Framing	3,000.00	40.00%	90.00%	1,500.00	50.00%	1,200.00
09 Roof Fl...	Roofing, Flashing	14,500.00	0.00%	0.00%			0.00
17 Insulation	Insulation	800.00	0.00%	0.00%			0.00
12 Doors &...	Install Doors & Trim	500.00	0.00%	0.00%			0.00
13 Window...	Windows & Trim	300.00	0.00%	0.00%			0.00
18 Interior ...	Drywall Framing	2,000.00	0.00%	0.00%			0.00
18 Interior ...	Drywall	5,000.00	0.00%	0.00%			0.00
31 Stucco/...	Stucco, Lath & Plaster	5,000.00	0.00%	0.00%			0.00
32 Patch &...	Painting	1,800.00	0.00%	0.00%			0.00
23 Floor C...	Tiling	5,000.00	0.00%	0.00%			0.00
14 Plumbing	Plumbing	10,900.00	0.00%	0.00%			0.00
16 Electric...	Electrical	5,000.00	0.00%	0.00%			0.00

				Total	\$12,750.00
				Payments/Credits	\$-12,750.00
				Balance Due	\$0.00

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Augustin Barrera
5030 SW 65th Ave
Miami, FL 33155

PROJECT: Addition
5030 SW 65th Ave
Miami, FL 33155

APPLICATION NO: 3

Distribution to:

FROM CONTRACTOR: VIA ARCHITECT/ENGINEER
D2 Construction, Inc.
15530 SW 112 Drive
Miami, Florida 33196

PERIOD TO: 18-Dec-07

OWNER
 ARCHITECT
 CONTRACTOR

PROJECT NOS:

CONTRACT FOR: Renovation

CONTRACT DATE: 1-Sep-07

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$	<u>\$95,000.00</u>
2. Net change by Change Orders	\$	<u>\$0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>\$95,000.00</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>\$73,055.00</u>
5. RETAINAGE: (Original Contract Only)		
a. <u>10</u> % of Completed Work / Stored	\$	<u>0.00</u>
b. <u> </u> % of Stored Material	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or		
	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>73,055.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>32,750.00</u>
8. CURRENT PAYMENT DUE	\$	<u>40,305.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>21,945.00</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D2 Construction, Inc.

By: [Signature] Date: 12/18/07

State of Florida County of Dade
Subscribed and sworn to before me this
Notary Public; Tania Honorat
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 40,305.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
12/18/2007	3

Bill To
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155



P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
Mobilizatio...	Mobilization	3,500.00	0.00%	100.00%	3,500.00	100.00%	0.00
02.10 Demo	Demolition	5,000.00	50.00%	100.00%	2,500.00	50.00%	2,500.00
03 Excavati...	Excavation & Back fill	1,000.00	40.00%	75.00%	350.00	35.00%	400.00
04 Concrete	Concrete Footer	7,000.00	0.00%	100.00%	7,000.00	100.00%	0.00
04 Concrete	Concrete Slab	8,000.00	100.00%	100.00%			8,000.00
04 Concrete	Concrete Beam	6,000.00	0.00%	100.00%	6,000.00	100.00%	0.00
04 Concrete	Concrete Column	3,200.00	0.00%	100.00%	3,200.00	100.00%	0.00
05 Masonry	Masonry	5,000.00	0.00%	100.00%	5,000.00	100.00%	0.00
31 Metals	Steel Columns	2,500.00	0.00%	100.00%	2,500.00	100.00%	0.00
08 Roof Fr...	Roof Framing	3,000.00	10.00%	100.00%	2,700.00	90.00%	300.00
09 Roof Fl...	Roofing, Flashing	14,500.00	95.00%	95.00%			13,775.00
17 Insulation	Insulation	800.00	50.00%	50.00%			400.00
12 Doors &...	Install Doors & Trim	500.00	0.00%	0.00%			0.00
13 Window...	Windows & Trim	300.00	100.00%	100.00%			300.00
18 Interior ...	Drywall Framing	2,000.00	100.00%	100.00%			2,000.00
18 Interior ...	Drywall	5,000.00	50.00%	50.00%			2,500.00
31 Stucco/...	Stucco, Lath & Plaster	5,000.00	0.00%	0.00%			0.00
32 Patch &...	Painting	1,800.00	0.00%	0.00%			0.00
23 Floor C...	Tiling	5,000.00	0.00%	0.00%			0.00
14 Plumbing	Plumbing	10,900.00	70.00%	70.00%			7,630.00
16 Electric...	Electrical & Lighting	5,000.00	50.00%	50.00%			2,500.00

Total					\$40,305.00		
Payments/Credits					\$-40,305.00		
Balance Due					\$0.00		

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Augustin Barrera
 5030 SW 65th Ave
 Miami, FL 33155

PROJECT: Addition
 5030 SW 65th Ave
 Miami, FL 33155

APPLICATION NO: 4

Distribution to:

FROM CONTRACTOR: VIA ARCHITECT/ENGINEER
 D2 Construction, Inc.
 15530 SW 112 Drive
 Miami, Florida 33196

PERIOD TO: 27-Jan-07

OWNER
 ARCHITECT
 CONTRACTOR

PROJECT NOS:

CONTRACT FOR: Renovation

CONTRACT DATE: 1-Sep-07

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$	\$95,000.00
2. Net change by Change Orders	\$	\$11,075.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$106,075.00
4. TOTAL COMPLETED & STORED TO DATE	\$	\$97,455.00
5. RETAINAGE: (Original Contract Only)		
a. <u>10</u> % of Completed Work / Stored	\$	0.00
b. <u> </u> % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b or		
	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	97,455.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	73,055.00
8. CURRENT PAYMENT DUE	\$	24,400.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	8,620.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D2 Construction, Inc.

By: _____ Date: _____

State of Florida County of Dade
 Subscribed and sworn to before me this
 Notary Public: Tania Honorat
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 24,400.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
1/27/2008	4

Bill To
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155



P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
Moblizatio...	Mobilization	3,500.00	0.00%	100.00%	3,500.00	100.00%	0.00
02.10 Demo	Demolition	5,000.00	0.00%	100.00%	5,000.00	100.00%	0.00
03 Excavati...	Excavation & Back fill	1,000.00	25.00%	100.00%	750.00	75.00%	250.00
04 Concrete	Concrete Footer	7,000.00	0.00%	100.00%	7,000.00	100.00%	0.00
04 Concrete	Concrete Slab	8,000.00	0.00%	100.00%	8,000.00	100.00%	0.00
04 Concrete	Concrete Beam	5,000.00	0.00%	100.00%	6,000.00	100.00%	0.00
04 Concrete	Concrete Column	3,200.00	0.00%	100.00%	3,200.00	100.00%	0.00
05 Masonry	Masonry	5,000.00	0.00%	100.00%	5,000.00	100.00%	0.00
31 Metals	Steel Columns	2,500.00	0.00%	100.00%	2,500.00	100.00%	0.00
08 Roof Fr...	Roof Framing	3,000.00	0.00%	100.00%	3,000.00	100.00%	0.00
09 Roof Fl...	Roofing, Flashing	14,500.00	0.00%	95.00%	13,775.00	95.00%	0.00
17 Insulation	Insulation	800.00	50.00%	100.00%	400.00	50.00%	400.00
12 Doors &...	Install Doors & Trim	500.00	0.00%	0.00%			0.00
13 Window...	Windows & Trim	300.00	0.00%	100.00%	300.00	100.00%	0.00
18 Interior ...	Drywall Framing	2,000.00	0.00%	100.00%	2,000.00	100.00%	0.00
18 Interior ...	Drywall	5,000.00	50.00%	100.00%	2,500.00	50.00%	2,500.00
31 Stucco/...	Stucco, Lath & Plaster	5,000.00	100.00%	100.00%			5,000.00
32 Patch &...	Painting	1,800.00	0.00%	0.00%			0.00
23 Floor C...	Tiling	5,000.00	90.00%	90.00%			4,500.00
14 Plumbing	Plumbing	10,900.00	0.00%	70.00%	7,630.00	70.00%	0.00
16 Electric...	Electrical & Lighting	5,000.00	0.00%	50.00%	2,500.00	50.00%	0.00
02.10 Demo	Change Order 1 Demo, form and pour slab for A/C unit and extend slab at entrance	1,900.00	100.00%	100.00%			1,900.00
02.10 Demo	Demo soffit at sides and front of house and redo with plaster finish including vent	2,700.00	100.00%	100.00%			2,700.00

Total			
Payments/Credits			
Balance Due			

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
1/27/2008	4

PAID

Bill To
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155

P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
31 Stucco/...	Skim coat entire existing back wall of house	1,350.00	100.00%	100.00%			1,350.00
31 Stucco/...	Install framing and plaster finish for four columns at patio.	1,600.00	100.00%	100.00%			1,600.00
18 Interior ...	Replace wall and ceiling in existing master bedroom	1,800.00	100.00%	100.00%			1,800.00
24 Paint	Exterior patching and painting	2,300.00	0.00%	0.00%			0.00
08 Roof Fr...	Install roof turbines	150.00	100.00%	100.00%			150.00
09 Roof Fl...	Provide 40 year warranty for roof tiles	525.00	0.00%	0.00%			0.00
14 Plumbing	Install water heater	800.00	100.00%	100.00%			800.00
16 Electric...	Replace five outlets and add one in master bedroom	650.00	100.00%	100.00%			650.00
14 Plumbing	Credit for work not performed in other bathroom	-900.00	88.89%	88.89%			-800.01
24 Paint	Credit for deleted paint scope in original bid	-1,800.00	0.00%	0.00%			0.00

Total				
Payments/Credits				
Balance Due				

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
1/27/2008	4

Bill To
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155



P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
	<p>~~~~~ CHANGE ORDER ~~~~~ January 27, 2008 > Added 1 02.10 Demo. (+\$1,900.00) > Added 1 02.10 Demo. (+\$2,700.00) > Added 1 31 Stucco/Plaster. (+\$1,350.00) > Added 1 31 Stucco/Plaster. (+\$1,600.00) > Added 1 18 Interior Walls. (+\$1,800.00) > Added 1 24 Paint. (+\$2,300.00) > Added 1 08 Roof Frame. (+\$150.00) > Added 1 09 Roof Flashing. (+\$525.00) > Added 1 14 Plumbing. (+\$800.00) > Added 1 16 Electrical & Lighting. (+\$650.00) > Added 1 14 Plumbing. (-\$900.00) > Added 1 24 Paint. (-\$1,800.00) Net change to estimate +\$11,075.00 ~~~~~</p>						

Total	\$22,799.99
Payments/Credits	\$-22,799.99
Balance Due	\$0.00

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Augustin Barrera
 5030 SW 65th Ave
 Miami, FL 33155

PROJECT: Addition
 5030 SW 65th Ave
 Miami, FL 33155

APPLICATION NO: 5

Distribution to:

FROM CONTRACTOR: VIA ARCHITECT/ENGINEER
 D2 Construction, Inc.
 15530 SW 112 Drive
 Miami, Florida 33196

PERIOD TO: 4-Mar-08

OWNER
 ARCHITECT
 CONTRACTOR

PROJECT NOS:

CONTRACT FOR: Renovation

CONTRACT DATE: 1-Sep-07

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

- | | | |
|---|----|---------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | \$95,000.00 |
| 2. Net change by Change Orders | \$ | \$11,075.00 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | \$106,075.00 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ | \$106,075.00 |
| 5. RETAINAGE: (Original Contract Only) | | |
| a. <u>10</u> % of Completed Work / Stored | \$ | <u>0.00</u> |
| b. <u> </u> % of Stored Material | \$ | <u>0.00</u> |
| Total Retainage (Lines 5a + 5b or | | |
| | \$ | <u>0.00</u> |
| 6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total) | \$ | \$106,075.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 97,455.00 |
| 8. CURRENT PAYMENT DUE | \$ | 8,620.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) | \$ | 0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D2 Construction, Inc.

By:  Date: 3/7/08

State of Florida County of Dade
 Subscribed and sworn to before me this
 Notary Public: Tania Honorat
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 8,620.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
3/7/2008	5

Bill To
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155

PAID

P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
Moblizatio...	Mobilization	3,500.00	0.00%	100.00%	3,500.00	100.00%	0.00
02.10 Demo	Demolition	5,000.00	0.00%	100.00%	5,000.00	100.00%	0.00
03 Excavati...	Excavation & Back fill	1,000.00	0.00%	100.00%	1,000.00	100.00%	0.00
04 Concrete	Concrete Footer	7,000.00	0.00%	100.00%	7,000.00	100.00%	0.00
04 Concrete	Concrete Slab	8,000.00	0.00%	100.00%	8,000.00	100.00%	0.00
04 Concrete	Concrete Beam	6,000.00	0.00%	100.00%	6,000.00	100.00%	0.00
04 Concrete	Concrete Column	3,200.00	0.00%	100.00%	3,200.00	100.00%	0.00
05 Masonry	Masonry	5,000.00	0.00%	100.00%	5,000.00	100.00%	0.00
31 Metals	Steel Columns	2,500.00	0.00%	100.00%	2,500.00	100.00%	0.00
08 Roof Fr...	Roof Framing	3,000.00	0.00%	100.00%	3,000.00	100.00%	0.00
09 Roof Fl...	Roofing, Flashing	14,500.00	5.00%	100.00%	13,775.00	95.00%	725.00
17 Insulation	Insulation	800.00	0.00%	100.00%	800.00	100.00%	0.00
12 Doors &...	Install Doors & Trim	500.00	100.00%	100.00%			500.00
13 Window...	Windows & Trim	300.00	0.00%	100.00%	300.00	100.00%	0.00
18 Interior ...	Drywall Framing	2,000.00	0.00%	100.00%	2,000.00	100.00%	0.00
18 Interior ...	Drywall	5,000.00	0.00%	100.00%	5,000.00	100.00%	0.00
31 Stucco/...	Stucco, Lath & Plaster	5,000.00	0.00%	100.00%	5,000.00	100.00%	0.00
32 Patch &...	Painting	1,800.00	100.00%	100.00%			1,800.00
23 Floor C...	Tiling	5,000.00	10.00%	100.00%	4,500.00	90.00%	500.00
14 Plumbing	Plumbing	10,900.00	30.00%	100.00%	7,630.00	70.00%	3,270.00
16 Electric...	Electrical & Lighting	5,000.00	50.00%	100.00%	2,500.00	50.00%	2,500.00
02.10 Demo	Change Order 1 Demo, form and pour slab for A/C unit and extend slab at entrance	1,900.00	0.00%	100.00%	1,900.00	100.00%	0.00
02.10 Demo	Demo soffit at sides and front of house and redo with plaster finish including vent	2,700.00	0.00%	100.00%	2,700.00	100.00%	0.00

Total

Payments/Credits

Balance Due

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
3/7/2008	5

Bill To
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155



P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
31 Stucco/...	Skim coat entire existing back wall of house	1,350.00	0.00%	100.00%	1,350.00	100.00%	0.00
31 Stucco/...	Install framing and plaster finish for four columns at patio.	1,600.00	0.00%	100.00%	1,600.00	100.00%	0.00
18 Interior ...	Replace wall and ceiling in existing master bedroom	1,800.00	0.00%	100.00%	1,800.00	100.00%	0.00
24 Paint	Exterior patching and painting	2,300.00	100.00%	100.00%			2,300.00
08 Roof Fr...	Install roof turbines	150.00	0.00%	100.00%	150.00	100.00%	0.00
09 Roof FL...	Provide 40 year warranty for roof tiles	525.00	100.00%	100.00%			525.00
14 Plumbing	Install water heater	800.00	0.00%	100.00%	800.00	100.00%	0.00
16 Electric...	Replace five outlets and add one in master bedroom	650.00	0.00%	100.00%	650.00	100.00%	0.00
14 Plumbing	Credit for work not performed in other bathroom	-900.00	11.11%	100.00%	-800.01	88.89%	-99.99
24 Paint	Credit for deleted paint scope in original bid	-1,800.00	100.00%	100.00%			-1,800.00

Total				
Payments/Credits				
Balance Due				

D2 Construction, Inc.

15530 SW 112 Drive
Miami, FL 33196

Invoice

Date	Invoice #
3/7/2008	5

Bill To
Agustin Barrera 5030 SW 65th Avenue Miami, FL 33155



P.O. No.	Terms	Project

Item	Description	Est Amt	Curr %	Total %	Prior Amt	Prior %	Amount
	~~~~~ CHANGE ORDER ~~~~~ January 27, 2008 > Added 1 02.10 Demo. (+\$1,900.00) > Added 1 02.10 Demo. (+\$2,700.00) > Added 1 31 Stucco/Plaster. (+\$1,350.00) > Added 1 31 Stucco/Plaster. (+\$1,600.00) > Added 1 18 Interior Walls. (+\$1,800.00) > Added 1 24 Paint. (+\$2,300.00) > Added 1 08 Roof Frame. (+\$150.00) > Added 1 09 Roof Flashing. (+\$525.00) > Added 1 14 Plumbing. (+\$800.00) > Added 1 16 Electrical & Lighting. (+\$650.00) > Added 1 14 Plumbing. (-\$900.00) > Added 1 24 Paint. (-\$1,800.00) Net change to estimate +\$11,075.00 ~~~~~						

<b>Total</b>	\$10,220.01
<b>Payments/Credits</b>	\$-10,220.01
<b>Balance Due</b>	\$0.00

Miami-Dade County Public Schools

**OIG**

**EXHIBIT 4**

Final Report

IG08-53SB

D2 Construction, Inc.

15530 SW 112 Drive  
Miami, FL 33196

# Invoice

Date	Invoice #
8/5/2007	23

<b>Bill To</b>
Jasco Construction Company Esteban Suarez 13317 SW 124 Street Miami, FL 33186 USA

<b>Project</b>
ECC 3

Description	Amount
Labor only for concrete and miscellaneous work incl. markup. Period 7/30 thru 8/04/07	14,153.00
Concrete Pumping cover wall - 3.5 hrs @ \$75/hr + 1 hr travel time and finishing 4 men @ \$300/man + 25% markup.	1,922.00
Concrete pumping and finishing courtyard - 7/27 thru 7/31 - 19.5 hrs @ \$75/hr + 1hr travel time for each day + 17 finishers @ \$300/man + 25% markup	8,485.00
<b>Total</b>	
	\$24,560.00

D2 Construction, Inc.

15530 SW 112 Drive  
Miami, FL 33196

# Invoice

Date	Invoice #
4/1/2007	7

<b>Bill To</b>
Jasco Constrction Company Esteban Suarez 13317 SW 124 Street Miami, FL 33186 USA



Project
BCC 2

Description	Amount
Labor for structural and miscellaneous work. Period 3/27 thru 4/01/07 incl markup	20,155.00
Labor to install exposed block = 2500 units @ \$2.30/ unit + 25% markup	7,187.50
<b>Total</b>	<b>\$27,342.50</b>

D2 Construction, Inc.  
 15530 SW 112 Drive  
 Miami, FL 33196

# Invoice

Date	Invoice #
5/20/2007	12

<b>Bill To</b>
Jasco Construction Company Esteban Suarez 13317 SW 124 Street Miami, FL 33186 USA

**PAYED**

<b>Project</b>
ECC 3

Description	Amount
Labor only for reinforced concrete & miscellaneous work incl markup. Period 5/14 thru 5/19/07	22,483.75
Masonry @ \$1.80/ blk plus mark up @ 25%. Total blocks 2500	1,125.00
<b>Total</b>	<b>\$23,608.75</b>

Miami-Dade County Public Schools

**OIG**

**EXHIBIT 5**

Final Report

IG08-53SB

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**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

Miami, Florida

**Minutes of the November 20, 2007 School Board Meeting**

The School Board of Miami-Dade County, Florida, met in Regular Session at 1:00 p.m. in the Board Room of the Miami-Dade County School Board Administration Building, 1450 Northeast Second Avenue, Miami, Florida, 33132.

**PRESENT:** Mr. Agustin J. Barrera, Chair, District 6  
 Ms. Perla Tabares Hantman, Vice-Chair, District 4  
 Dr. Martin Karp, District 3  
 Mr. Renier Diaz de la Portilla, Member, District 5  
 Ms. Evelyn Greer, Member, District 9  
 Ms. Ana Rivas Logan, Member, District 7  
 Dr. Marta Pérez, Member, District 8  
 Dr. Solomon C. Stinson, Member, District 2  
 Dr. Rudolph F. Crew, Superintendent and Secretary  
 Ms. JulieAnn Rico, School Board Attorney  
 Mr. Adam Wexelbaum, Student Advisor

District 1 Seat Vacant

Mr. Agustin J. Barrera, School Board Chair, called the Regular Session of the School Board meeting to order at 1:05 p.m., and Student Advisor Adam Wexelbaum led those in attendance in The Pledge of Allegiance to the Flag of the United States of America. The Board then held a moment of silent meditation.

CALL TO ORDER/  
 PLEDGE/MOMENT  
 OF SILENT MEDITA-  
 TION

The Chair invited anyone from the audience who had not already signed up, and wished to address an agenda item on today's agenda, to go outside to the lobby counter to receive assistance from staff. He further advised that the Board must approve additional speakers to agenda items by a majority vote.

INVITATION TO  
 SPEAKERS

**SPECIAL ORDER OF BUSINESS:**

SPECIAL ORDER OF  
 BUSINESS

As a special treat for the Board and its audience, the Ferguson Falcon Jazz Ensemble came forward to perform "The Chicken," by Ellis and Jaco Pastorius, under the direction of Mr. Ryan Ellis. The Chair commended the Ensemble's performance and they received a standing ovation. Mr. Ryan Ellis is the band director at John Ferguson Senior High School, and the principal is Ms. Jane Garraux.

*****

Having concluded today's Special Order of Business, the Board commenced with the items of business on its agenda.

SPECIAL ORDER  
 CONCLUDED

**F-36**

Dr. Rudolph F. Crew, Superintendent of Schools, and Mr. Jaime G. Torrens, Chief Facilities Officer, Office of School Facilities, recommended that The School Board of Miami-Dade County, Florida, approve the GMP for BDI Construction Company, Project No. 00264500, Miami Sunset Senior High School, Deferred Maintenance Package #14, in the total amount of \$5,741,358, which includes a contingency in the amount of \$521,942.

Upon vote being taken, the recommendation carried 7-0. It is noted for the record that Dr. Stinson was away from the dais when the vote was taken; and District 1 seat was vacant due to the recent death of Board Member Robert B. Ingram.

110,891  
APPROVED THE  
GMP FOR BDI CON-  
STRUCTION COM-  
PANY

**F-38**

Dr. Rudolph F. Crew, Superintendent of Schools, and Mr. Jaime G. Torrens, Chief Facilities Officer, Office of School Facilities, recommended that The School Board of Miami-Dade County, Florida:

1. transfer funds in the amount of \$1,816,519 from Program 0001-Undistributed Capital Contingency to Program 2675 – Miami Springs Senior High School; and
2. approve the GMP for Jasco Construction Company, Project No. A01085, Miami Springs Senior High School, in the total amount of \$5,993,277, which includes a contingency in the amount of \$284,394.

Upon vote being taken, the recommendation carried 7-0. It is noted for the record that Dr. Stinson was away from the dais when the vote was taken; and District 1 seat was vacant due to the recent death of Board Member Robert B. Ingram.

110,892  
AUTHORIZED  
TRANSFER OF  
FUNDS RE: MIAMI  
SPRINGS SHS

**F-40**

Dr. Rudolph F. Crew, Superintendent of Schools, and Mr. Jaime G. Torrens, Chief Facilities Officer, Office of School Facilities, recommended that The School Board of Miami-Dade County, Florida, approve the GMPs for Pirtle Construction Company at Leewood Elementary School for:

1. Project No. 00409100, Modular Addition – K-8 Conversion, in the amount of \$6,733,943, with a contingency of \$574,000; and
2. Project No. 00467300, New Cafeteria, PE Shelter, Courts and Playfield, in the amount of \$3,985,334, with a contingency of \$176,000.

Ms. Susan Kairalla appeared before the Board to address this recommendation.

Ms. Rivas Logan raised various questions to staff about when the Leewood K-8 conversion would be ready for occupancy, and if there would be a phase-in process.

Mr. Jaime Torrens informed the Board that the sixth grade students would be able to remain at the school for next year. He said further that the construction schedule is to start almost immediately upon approval of this recommendation by the Board. The cafeteria will not be opened for the beginning of the next school year; however, staff is very confident that

110,893  
APPROVED GMPs  
FOR PIRTLE CON-  
STRUCTION COM-  
PANY

ily get to. He requested that Board members who are already interested to notify him, if they wish to participate.

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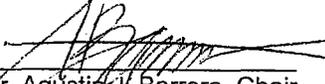
In response to Ms. Greer's concern about the scheduling of a budget workshop, the Superintendent informed the Board that staff is in the process of polling the Board members on the dates of December 1st, 4th, 17th, or 18th. He said contact has also been made with Ms. Carolyn Kitchens to help facilitate the daylong retreat but, unfortunately, she is tending to an ill family member and has requested that other members of the Florida School Boards Association be contacted. He said staff is in the process of making contact with those two individuals to see if they are available for one of those four dates. He anticipated that by the end of this week, the Board would have a specific date on which this retreat will be planned. Dr. Crew further informed the Board that there would be a similar retreat for staff just prior to the Board's workshop in preparation for same.

Ms. Greer asked that consideration be given to providing the Board with budget materials at least five days before the retreat, so the Board can review them.

#### I-1 CORRESPONDENCE, REPORTS, AND OTHER INFORMATION

Individual Board members' presentation of correspondence, reports, and other information were pre-taped and aired at the conclusion of the Board meeting.

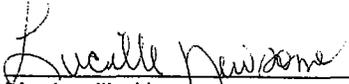
Since there was no further business to come before the Board, the meeting was adjourned at 9:27 p.m.

  
Mr. Agustín J. Barrera, Chair

ATTEST:

  
Dr. Rudolph F. Crew,  
Superintendent and Secretary

Minutes Recorded by:

  
Ms. Lucille Newsome,  
Board Recording Secretary

/In