

DOCUMENT 00500
AGREEMENT
BETWEEN THE OWNER AND THE DESIGN/BUILDER

THIS AGREEMENT made and entered into this 8th day of September, 2015, by and between

JWR CONSTRUCTION SERVICES
1311 West Newport Center Drive, Suite C
Deerfield Beach, Florida 33442

(Hereinafter referred to as the "**Design/Builder**") and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as the "**Owner**" or "**SBBC**")

WHEREAS, the Design/Builder is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of moneys agreed to be paid by the Owner to Design/Builder, the parties agree as follows:

ARTICLE 1. SCOPE OF THE WORK

1.1 The Design/Builder shall furnish all of the design services, construction, materials, labor, and other services as necessary to perform all of the work as described and delineated in the design criteria packages entitled:

Project Name: **RFP 15-081C, City of Parkland Classroom Additions (2nd Rebid)**

Project No.: **P.001629 – Heron Heights**

Project No.: **P.001608 – Park Trails**

and shall do everything required by this Agreement, the General Conditions of the Contract, the Design/Criteria Packages, Addenda thereto, and other proposals made by the Design/Builder as may have been accepted by the Owner during the selection of the Design/Builder in response to the Request for Proposals as part of the above named Design Criteria Packages. The said documents and Addenda thereto (if any) are by reference made a part and parcel of this agreement, the same as if they were written herein word for word.

ARTICLE 2. CONTRACT SUM

- 2.1 The Owner shall pay and the Design/Builder shall accept, as full and complete payment for the Design/Builder's timely performance of its obligations hereunder, a Final Guaranteed Maximum Price ("GMP") to be established at 60% completion of Design Documents, in an amount not to exceed:

One Million, Eight Hundred Seventy-One Thousand, Five Hundred Sixty-One Dollars (\$1,871,561.00)

ARTICLE 3. TIME FOR COMPLETION

- 3.1 Upon execution of the contract by both the Design/Builder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.
- 3.2 Liquidated Damages for Substantial Completion:
- 3.2.1 **Five Hundred dollars (\$500.00)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in Document 00550, Notice to Proceed, for Substantial Completion of each phase, if phased, or the project, if not phased.
- 3.2.2 Owner and Design/Builder acknowledge that any sums due and payable hereunder by the Design/Builder shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience expenses, and additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Design/Builder an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in Owner's discretion the Design/Builder overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall release to the Design/Builder those funds withheld, but no longer applicable, as liquidated damages.
- 3.2.3. Partial use or occupancy of the Work shall not result in the Work being deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

- 3.2.4. Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

ARTICLE 4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT

4.1 Substantial Completion: **May 23, 2016**

- 4.1.1 After passing all Final inspections required by the Building Department, when the Design/Builder believes that Substantial Completion has been achieved, the Design/Builder shall notify the Design Criteria Professional (DCP) in writing and shall provide to the DCP a list of those matters yet to be finished. Design/Builder shall also provide to DCP all fully executed documents required by the Chief Building Official (CBO) to consider the issuance of a Certificate of Occupancy (form OEF 110B). Such fully executed documents shall include, but not be limited to Health Department approvals, NFPA 72 certificate for fire alarm, NFPA 13 for fire sprinklers, Civil Engineers site certification, etc. Once all documentation is received by the DCP, the DCP and Owner shall jointly determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 4.1.2 If the DCP and Owner determine that the Work is ready for a Substantial Completion Inspection, the DCP, Owner, and the CBO (or designee) shall conduct an inspection of the Work. If the DCP and CBO (or designee) determine the Work to be Substantially Complete, the DCP and CBO shall execute a Certificate of Occupancy (OEF 110B). The OEF 110B shall indicate the date of receipt (by the DCP) of the Design/Builder's written notice pursuant to article 4.1.1 as the "Intended Occupancy Date" on the face of the OEF 110B form. The executed OEF 110B together with an attached list of items remaining to be completed or corrected shall be provided to the DCP.
- 4.1.3. After execution of the OEF 110B by the CBO and the DCP, the "Intended Occupancy Date" shall be established as the date of Substantial Completion for the Work or specific portion thereof.
- 4.1.4 After Substantial Completion of the Work in its entirety, and upon Board approval, the Owner shall pay the Design/Builder an amount sufficient to increase total payments to the Design/Builder to the Contract Price (exclusive of retainage), less any amounts attributable to liquidated damages, together with 150 percent of the reasonable costs (as determined by the Owner at its sole discretion), for completing Work, correcting and bringing into conformance all defective and nonconforming Work and

handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

4.2 Final Completion: **July 20, 2016**

4.2.1 After achieving Substantial Completion, and after completing or correcting all outstanding items previously identified, when the Design/Builder believes that Final Completion has been achieved, the Design/Builder shall notify the DCP in writing. The DCP and Owner shall thereafter jointly determine whether the Work is ready for a Final Completion Inspection.

4.2.2 As a condition precedent to achieving Final Completion, Design/Builder shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the DCP, of the following:

4.2.2.1. An affidavit that all of the Design/Builder's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

4.2.2.2. Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;

4.2.2.3. All warranties, guarantees, operating manuals, instruction manuals and other things or documents customarily required of the Design/Builder, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures.

4.2.3. If the Work is determined by the DCP and Owner to be ready for a Final Completion Inspection, the Design/Builder shall request a Final Completion Inspection from the Building Department. The CBO or Certified Inspector shall conduct an inspection of the Work. If the Work is determined by the DCP, Owner and the CBO or Certified Inspector to be Finally Complete, a Certificate of Final Inspection (OEF 209) shall be executed by the DCP, CBO or Certified Inspector, and after Board approval of Final Acceptance and release of retainage, execution by the Superintendent of Schools. If the Work in its entirety is determined to be Finally Complete, the date of receipt by the DCP of the Design/Builder's written notice pursuant to article 4.2.1 above shall be identified on page two of the OEF 209 as the "Completion Date." The Completion Date indicated on the OEF 209 shall be the date of Final Completion.

4.2.4 When the DCP, Owner and the CBO or Certified Inspector confirm that the Work is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required

by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Design/Builder has performed all of its obligations to the Owner, and after execution of the OEF 209 by the DCP and CBO or Certified Inspector, the DCP will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Design/Builder is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

4.3 Liquidated Damages for Final Completion:

4.3.1 If the Design Builder fails to achieve Final Completion within 60 days of the date of Substantial Completion, the Design Builder shall pay the Owner the sum of:

4.3.2 **Five Hundred dollars (\$500.00)** per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

4.3.3 Any sums due and payable hereunder by the Design/Builder shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience expenses, and additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Design/Builder an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

4.4 Final Payment

4.4.1 Prior to being entitled to receive final payment and as a condition precedent thereto, the Design/Builder shall have achieved Final Completion as defined herein above, and the Board shall approve Final Acceptance and Release of Retainage.

4.4.2 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Design/Builder within thirty (30) days of Board approval of Final Acceptance and Release of Retainage.

ARTICLE 5. RESUSE OF DESIGN DOCUMENT

5.1 Not Used

ARTICLE 6. ALTERNATE PROPOSALS

6.1. Not Used

ARTICLE 7. ACCEPTANCE AND PAYMENTS

- 7.1. Up to and including completion of 50 percent of total value of the Work, the Owner may make progress payments during the progress of the Work in amounts not to exceed 90 percent of the amount due as certified by the Design/Builder and approved by the Owner's designated representative. Thereafter, and until Final Completion, the Owner may make progress payments in amounts not to exceed 95 percent of the amount due as certified by the Design/Builder and approved by the Owner's designated representative.
- 7.2. If the Design/Builder has failed to complete the Work within 15 days of the date specified within the NTP, the Owner, at his option, may cancel the NTP and have the Work completed by another contractor, design/builder, his own forces, or the Design/Builder's surety.
- 7.2.1. Ten percent (10%) of the Contract Price shall be withheld whenever partial progress payments are payable until the Work is 50 percent complete. Thereafter, 5 percent (5%) shall be withheld until Board approval of Final Acceptance and Release of Retainage.

ARTICLE 8. CONTRACT TERMINATION

- 8.1. Refer to Section 00700-General Conditions, Articles 41 and 43

ARTICLE 9. PROTECTION OF OWNER'S PROPERTY

- 9.1. At all times during the performance of this contract, the Design/Builder shall protect the Owner's property from all damage whatsoever on account of the work being performed under this contract.

ARTICLE 10. INSURANCE REQUIRED

- 10.1 Refer to Article 44 of the General Conditions and Article 3.29.11.5 of the RFP.

ARTICLE 11. PERFORMANCE BOND AND PAYMENT BOND

- 11.1. The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of performance bonds and payment bonds as set forth in Article 45 of the General Conditions of the Contract.

ARTICLE 12. DESIGN SERVICES AND RESPONSIBILITIES

- 12.1 The Design/Builder agrees to provide complete professional architectural and engineering services set forth in the Phases enumerated hereinafter and in compliance with the **Florida Building Code** and amendments thereto (the **FBC**), and the Florida Department of Education's **State Requirements for Educational Facilities (SREF)**, in effect as of the date of this Agreement, including all civil, structural, mechanical, electrical engineering, interior design, landscape architectural design, and other related professional services normally required for a project of specific type as follows:

- 12.2. Construction Documents Phase:

- 12.2.1 From the Owner accepted Phase II proposal submittal, the Design/Builder shall prepare for approval by the Owner and State Department of Education, and in accordance with Owner's format, Final Construction Documents setting forth in detail the requirements for the construction of the Project in accordance with the Design Criteria Packages, the FBC and SREF. The Design/Builder is responsible for full compliance of the design and the Construction Documents with SREF and all applicable codes and jurisdictions referenced therein. The most stringent requirements of the applicable codes or referenced standards shall apply. The Design/Builder, upon approval of the Owner, may submit separate documents for site development (including demolition, abatement of hazardous materials, earthwork, etc.) as needed to allow for project scheduling considerations. Work defined in said phased document submittals may begin upon receipt of approval of those phased documents by the Department of Education as further discussed below.
- 12.2.2 The Final Construction Documents shall be developed in accordance with SREF Article 4.4(8) and shall include the following elements of a Design Development (Phase II) submittal packages (defined in SREF Article 4.4(7)) as required by Article 4.4(8) where Phase I and II documents have not been submitted for the Department of Education's review. At the Owner's option, and with the approval of the Department of Education, the Department of Education's review may be undertaken by members of the Owner's staff or other agency assigned to complete the review.

12.2.3 The Design/Builder shall coordinate and cooperate with the Owner concerning submittal procedures and protocol for delivering construction documents and any approvals required by The School Board of Broward, County prior to submittal of construction documents to the Department of Education.

12.2.4 The Design/Builder shall cooperate fully to ensure timely review of the Construction Documents by the reviewing agency. The Design/Builder shall make all required changes or additions and resolve all questions on the documents resulting from the Department of Education Review, including resubmittals and review by the Department of Education if said resubmittal is required as a result of the initial review.

12.2.5 In addition to the number and types of document sets required by the Department of Education, the Design/Builder shall submit 2 complete sets of all documents to the Owner and shall include an updated copy of the Project Development Schedule.

12.2.6 The Design/Builder shall be responsible for filing the required documents for approval by all governmental authorities or agencies having jurisdiction over the Project and for obtaining certifications of "permit approval" by reviewing authorities prior to construction or as required during the appropriate sequence of construction.

12.2.7 The Design/Builder shall make original documents or reproducible copies thereof available to the Owner for reproduction of additional copies as may be required for informational and BCI inspection purposes.

12.3 Programming and Schematic Design Phase for NTP's for Reuse:

12.3.1. Not Used

ARTICLE 13. CONSTRUCTION SERVICES

13.1 Not Used

ARTICLE 14. ASSIGNMENT

14.1. Neither party to the Agreement shall sell, assign or sublet the same without the written consent of the other; nor shall a Design/Builder assign any monies due or to become due to the Design/Builder or by reason of the Contract without the previous written consent of the Owner and of the surety on the Design/Builder's Bonds, all approved by the Attorney for the Owner.

ARTICLE 15. DESIGN/BUILDER'S SUBMITTED INFORMATION

15.1 Owner approved submittals, as set forth in the Design Criteria Packages and its attachments, the General Conditions of the Design/Build Contract, and all documents submitted with the RFP are as fully a part of the Contract as if written herein word for word.

ARTICLE 16. EXCLUSIVITY OF CONTRACT

16.1 Not Used

ARTICLE 17. CONTRACT DOCUMENTS

17.1 The documents set forth in the RFP as well as the following documents constitute the Contract Documents for this Project:

- A. The Drawings: The Design/Builder shall develop the design in phases for owner approvals and shall develop and maintain a drawing list thru the completion of the design.
- B. The Project Specifications: The Design/Builder shall develop the design in phases for owner approvals and shall develop and maintain a specification list thru the completion of the design, including Divisions 0 and 1.
- C. Addenda: RFP 15-081C Addenda 1-6.

17.2 ATTACHMENTS

Attachment A1 Park Trails ES – Design Criteria Package

- 1) Site Location Plan – including building layouts
- 2) Existing Site Information
- 3) DCP – Design Criteria Package Information
- 4) DCP – Design Builders Design Responsibilities
- 5) DCP – Basic Design Phasing Requirements
- 6) DCP – Identified Codes Regulations Standards
- 7) DCP – Sample Permit Tracking Format
- 8) DCP – Electronic Media Requirements

Attachment A2 Heron Heights ES – Design Criteria Package

- 1) Site Location Plan – including building layouts

- 2) Existing Site Information
- 3) DCP – Design Criteria Package Information
- 4) DCP – Design Builders Design Responsibilities
- 5) DCP – Basic Design Phasing Requirements
- 6) DCP – Identified Codes Regulations Standards
- 7) DCP – Sample Permit Tracking Format
- 8) DCP – Electronic Media Requirements

Attachment B - Certificate of Intent – Document 00425

Attachment C – Information Request Forms

- 1) Bidder's Request for Information Form
- 2) – Bidder's Substitution Request Form

Attachment D – Bid Form – Document 00410

Attachment E – Bid Security form – Document 00420

Attachment F – Required Response Form - Proposer Information Form

Attachment G – Liability Acceptance Form

Attachment H – Design/Builder and subcontractor personnel

Attachment J – M/WBE forms

- 1) – Employment Diversity Statistics
- 2) – M/WBE Participation

Note: monthly reports are required for both the design and construction groups

Attachment R – Contractors Risk Evaluation Form

Attachment S – Scope of Potential Self Performed Construction Services

Attachment U - General Conditions for Design/Build - as provided by the Owner.
Any proposed

Changes shall be pre-approved by the Owner.

Attachment V – Bid Breakout Form

Attachment W – Value Added Alternatives

- 1) – Alternative Design Solutions Form
- 2) – Material Alternatives, Value Engineering Concepts Listing

17.3 PRIORITY OF DOCUMENTS - In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

17.3.1 This Agreement; the General Conditions of the Contract; Addenda to the RFP, with the latest issued Addenda taking precedence over earlier Addenda; the RFP itself; then Design/Builder's Proposal.

17.3.2 In case of any other doubt or difference of opinion, the decision of SBBC shall be put in writing and shall be final and binding on both parties.

Design Standards

<http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html>

- Design Criteria
 - Specifications – Division 1 thru 17
 - Document Submittal Checklist for Plan Review (URS to update Document currently posted on SBBC website)
 - Design Guidelines

Division 0 Specifications:

<http://www.broward.k12.fl.us/constructioncontracts/D0docs.html>

NOTE:

For the purposes of this Agreement, the term "Contractor" as used in the above-referenced design and materials standards shall mean "Design/Builder":

- State Requirements for Educational Facilities (SREF) latest edition
<http://www.fldoe.org/edfacil/sref.asp>
- F.I.S.H. layering system for AutoCAD: **Note:** the laying system is not posted on line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1932

17.3 The documents listed above form the Contract, and they are as fully a part of the Contract as if written herein word for word.

ARTICLE 18. INDEMNIFICATION

18.1 Refer to Article 40 - LIABILITY, of the General Conditions to the Contract.

ARTICLE 19. NON-DISCRIMINATION

19.1 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 20. AUTHORITY

20.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

ARTICLE 21. CAPTIONS

21.1 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 22. NOTICE PROVISION

22.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party, with a copy via Telecopier or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

Party:

Address:

Owner:	The School Board of Broward County, Florida	600 SE 3 Avenue Fort Lauderdale, FL 33312 Attn.: Robert W. Runcie Superintendent of Schools
With Copy To:	Office of The Chief Facilities Officer	600 SE 3 Avenue Fort Lauderdale, FL 33312 Attn: Derek Messier Chief Facilities Officer
	Office of Facilities & Construction	3775 SW 16 th St Fort Lauderdale, FL 33312 Attn: Shelley N. Meloni Design Criteria Professional
	Procurement & Warehousing Services	7720 W. Oakland Park Blvd Sunrise, Florida, 33312 Attn: Ruby Crenshaw, Director Procurement & Warehousing Services

Design/Builder: (Completed by the Design/Builder)	JWR Construction Services	1311 West Newport Center Drive, Suite C, Deerfield Beach, FL 33442 Attn: Jerry DuBois, President
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Surety:

(Completed by the
Design/Builder)

Surety's Agent:

(Completed by the
Design/Builder)

22.3. These addresses may be changed by either of the parties by written notice to the other party.

ARTICLE 23. EXCESS FUNDS

23.1 Any party receiving funds paid by the SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the SBBC.

ARTICLE 24. BACKGROUND SCREENING

24.1 Design/Builder agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Design/Builder or its personnel providing any services under the conditions described in the previous sentence. Design/Builder shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Design/Builder and its personnel. The parties agree that the failure of Design/Builder to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Design/Builder agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Design/Builder's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 25. SPECIAL CONDITIONS

25.1 The following terms have been negotiated between the parties, and shall take precedence over any other references to the contrary contained in the Contract Documents:

25.1.1 Both the Heron Heights Elementary School and Park Trails Elementary School projects shall consist of three (3) classrooms each.

25.1.2 The Owner shall procure **Builder's Risk Insurance** on behalf of the Design/Builder for both projects.

25.1.3 The Schedule of Values for both projects is established as set forth in the attached **Exhibit "A."**

25.1.4 The M/WBE Participation for both Projects is established as set forth in the attached **Exhibit "B."**

END OF DOCUMENT

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of that shall without proof or accounting for the other counterpart, be deemed an original contract.

OWNER

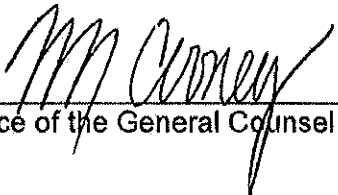
ATTEST

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

Robert W. Runcie
Superintendent of Schools

Donna P. Korn, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

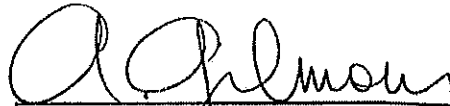
IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of that shall without proof or accounting for the other counterpart, be deemed an original contract.

DESIGN / BUILDER

**(ATTEST)
JWR CONSTRUCTION SERVICES**

(SEAL)

Jerry DuBois, President



Alisia J. Gilmour, Secretary

ACKNOWLEDGMENT

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

The Surety acknowledges that it has read the foregoing Agreement Between Owner and Design/Builder and has familiarized itself with the obligations of the Contractor and Surety as stated therein, which obligations are agreed to by Surety and are incorporated by reference, in the Payment and Performance Bonds.

SURETY

By: _____
Its: _____
Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, _____ by _____ of

_____, on behalf of the corporation or agency.

He/she is personally known to me or produced _____
as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.



3C - Parkland Classroom Additions (2)		Attachment V	Heron Heights Elem.	Park Trail Elem.	TOTAL
RFP # 15-081C (2nd Re-Bld)		Heron Heights (3) + Park Trail (3)	3 Classrm (2 Bldg.)	3 Classrm (1 Bldg.)	6 Classrooms
DIVISION	Description	Amount	Amount	Amounts	
	Mob / Demob	\$ 7,500	\$ 7,500	\$ 15,000	
1	General Reaquirements	\$ 80,758	\$ 80,158	\$ 160,915	
2	Site Construction	\$ 18,671	\$ 18,363	\$ 38,034	
3	Concrete	\$ 76,839	\$ 72,339	\$ 148,178	
4	Masonry	\$ 28,540	\$ 21,540	\$ 48,080	
5	Metals	\$ 39,490	\$ 39,490	\$ 78,980	
6	Wood & Plastics	\$ 34,187	\$ 34,187	\$ 68,374	
7	Thermal & Moisture Protection	\$ 43,888	\$ 43,888	\$ 87,776	
8	Doors & Windows	\$ 48,650	\$ 47,700	\$ 96,350	
9	Finishes	\$ 80,744	\$ 78,929	\$ 159,672	
10	Specialties	\$ 17,629	\$ 17,629	\$ 35,257	
11	Equipment	\$ 2,250	\$ 2,250	\$ 4,500	
12	Furnishings	\$ 1,300	\$ 1,300	\$ 2,600	
13	Special Construction	\$ 16,940	\$ 13,300	\$ 30,240	
14	Conveying Systems	\$ -	\$ -	\$ -	
15	Mechanical	\$ 90,000	\$ 88,185	\$ 178,185	
16	Electrical	\$ 72,000	\$ 72,000	\$ 144,000	
17	Technology & Communication	\$ 15,000	\$ 11,250	\$ 26,250	
Sub Total		\$ 672,384	\$ 650,005	\$ 1,322,390	
Design		\$ 128,033	\$ 119,721	\$ 247,754	
Bonds & Insurance		\$ 19,798	\$ 19,008	\$ 38,801	
Overhead		\$ 52,238	\$ 40,770	\$ 93,006	
Profit		\$ 31,342	\$ 24,482	\$ 55,804	
Owner's Contingency @ \$113,806 (50%)		\$ 56,903	\$ 56,903	\$ 113,806	
Sub Total		\$ 288,310	\$ 260,862	\$ 549,171	
TOTAL		\$ 960,694	\$ 910,867	\$ 1,871,561	

Exhibit "A"

ATTACHMENT J-(2)

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.
 Proposer's Company Name: JWR Construction Services, Inc.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation
Firm Name: <u>ACAI</u> Contact Person: <u>Adolfo</u> Address: <u>2937 W. Cypress Creek Rd. Suite 200</u> <u>Ft. Lauderdale, FL 33309</u> Telephone No.: <u>954-484-4000</u> Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Design/Engineering	13.2%
Firm Name: <u>Hart Mechanical</u> Contact Person: <u>Olivia Rodriguez</u> Address: <u>12920 SW 128 Street Unit 5</u> <u>Miami, FL 33186</u> Telephone No.: <u>786-573-9007</u> Facsimile No.: _____ M/WBE Certification No.: <u>thru 1/30/2016</u> Certifying Agency Name: _____ Address: _____ Telephone No.: _____	HVAC	7%
Firm Name: <u>Tropic Fence</u> Contact Person: <u>Gina Nespoli</u> Address: <u>1864 NW 21 Street</u> <u>Pompano Beach, FL 33069</u> Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: <u>thru 3/29/16</u> Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Fencing	.5%

School Board of Broward County
 MWBE Forms
 RFP 15-081C (Re-bid)

Exhibit "B"

ATTACHMENT J-(2)

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: JWA Construction Services, Inc.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation
Firm Name: <u>FMA Construction</u> Contact Person: <u>Felipe</u> Address: <u>2749 NE 18 Street</u> <u>Ft. Lauderdale, FL 33305</u> Telephone No.: <u>954-564-4410</u> Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Drywall/Priming Insulation	7%
Firm Name: <u>Francis Engineering, Inc.</u> Contact Person: _____ Address: <u>1232 SW 31 Ave</u> <u>Ft. Lauderdale, FL 33312</u> Telephone No.: <u>954-584-7910</u> Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Fire Protection	1.5%
Firm Name: <u>Keith & Associates</u> Contact Person: _____ Address: <u>301 E Atlantic Blvd.</u> <u>Pompano Beach, FL 33060</u> Telephone No.: <u>954-788-3400</u> Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Survey	.5%

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ATTACHMENT J-(2)

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.
 Proposer's Company Name: JWR Construction Services, Inc.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation
Firm Name: <u>Landscape Service Professionals</u> Contact Person: _____ Address: <u>6115 NW 77 Way</u> <u>Tamarac, FL 33321</u> Telephone No.: <u>954-721-9684</u> Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Landscape/Irrigation/ Tree protection	2%
Firm Name: <u>Stanford Trucking</u> Contact Person: _____ Address: <u>1081 NW 12 Terrace</u> <u>Pompano Beach, FL 33069</u> Telephone No.: <u>954-783-6922</u> Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Site Work Utilities/ Building Pad/Surveying	4%
Firm Name: <u>All Specialty Sales</u> Contact Person: _____ Address: <u>1580 NE 36 Street</u> <u>Oakland Park, FL 33334</u> Telephone No.: <u>954-568-9411</u> Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Toilet Accessories/ Classroom Boards	1%

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ATTACHMENT J-(2)

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: JWR Construction Services, Inc.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation
Firm Name: <u>Bergolla, Inc.</u> Contact Person: _____ Address: <u>8115 W 31 Ave</u> <u>Hialeah, FL 33018</u> Telephone No.: <u>305-887-3088</u> Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____	Acoustical Ceilings	1%
Firm Name: _____ Contact Person: _____ Address: _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ Telephone No.: _____		

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