



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

JJ-6.

MEETING DATE	2017-10-17 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES AND CONSTRUCTION
DEPARTMENT	External Partnerships

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
 Construction Bid Recommendation of \$500,000 or Less - ITB 17-216C - Sunrise Middle School - Fort Lauderdale - LEGO Construction Co. - Single Point of Entry - Project No. P.001834

REQUESTED ACTION:
 Approve the recommendation to award the above contract.
 User Department: Office of Facilities & Construction;
 Lump Sum Award Amount: \$154,500;
 Vendor Awarded: LEGO Construction, Co.;
 Minority/Women Business Enterprise Vendor(s): LEGO Construction Co.

SUMMARY EXPLANATION AND BACKGROUND:
 Scope of work: See Executive Summary (Exhibit 1).
 A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: <http://webappe.browardschools.com/eAgenda/>
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
 This Project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017) and in the District's Capital Budget.

EXHIBITS: (List)
 (1) Executive Summary (2) Recommendation Tabulation (3) ADEFP (4) Agreement (5) Collaboration Form

BOARD ACTION:
APPROVED
 (For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Frank Girardi, Director	Phone: (754) 321-1525
Name: Robert C. Corbin, Heery Director	Phone: (754) 321-4850

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
 Maurice L. Woods - Chief Strategy & Operations Officer

Signature
 Leo Bobadilla Jr
 10/3/2017 3:39:29 PM

Approved In Open Board Meeting On: **OCT 17 2017**
 By: *Abby M. Freedman*
 School Board Chair

EXECUTIVE SUMMARY

**Construction Bid Recommendation of \$500,000 or Less
ITB 17-216C
Sunrise Middle School, Fort Lauderdale
LEGO Construction Co.
Single Point of Entry
Project No. P.001834**

PROJECT OVERVIEW:

Type of Contract:	Design/Bid/Build
Contractor:	LEGO Construction Co.
Authorization to Proceed Date:	Pending Board Approval
Budget:	See below

GENERAL OVERVIEW:

Authorization to award a Lump Sum Contract for construction at Sunrise Middle School, Single Point of Entry to LEGO Construction Co., in the amount of \$154,500.

The Letter of Approval to Advertise Construction Bids for projects up to \$750,000 or less has been received. The Letter of Intent to Permit was issued by the Building Department. Bids were received on June 7, 2017 from a total of two (2) bidders. The bid from Caliste Construction, LLC, was non-responsive and was recommended for rejection (see Exhibit 2 for details). Procurement and Warehouse Services has recommended the award of the project to LEGO Construction Co. as the responsive and responsible bidder that met the specifications, terms, conditions, and submitted the lowest bid. This amount was below the established Fixed Limit of Construction Cost (FLCC).

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

For the latest Bond Oversight Committee Quarterly Report information regarding this project [click here](#).

The School Board of Broward County, Florida
Procurement & Warehousing Services

EXHIBIT 2

ITB / RFP No.:	<u>17-216C</u>	Tentative Board Meeting Date*:	<u>TBD</u>		
Description:	<u>SUNRISE MIDDLE SCHOOL</u>	Notified:	<u>1825</u>	Downloaded:	<u>43</u>
	<u>SINGLE POINT OF ENTRY</u>	ITB / RFP Rec'd:	<u>2</u>	No. Bids:	<u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	ITB / RFP Opening:	<u>JUNE 7, 2017</u>		
Fund:	<u>SMART</u>	Advertised Date:	<u>APRIL 30, 2017</u>		

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **July 18, 2017 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID 17-216C SUNRISE MIDDLE SCHOOL SINGLE POINT OF ENTRY ON APRIL 30, 2017. TWO (2) PROPOSALS WERE RECEIVED

- LEGO CONSTRUCTION CO
- SEMINOLE MIDDLE SCHOOL

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT MET THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE BID, WHO IS LISTED BELOW:

LEGO CONSTRUCTION CO.

IT IS RECOMMENDED FOR THE REASONS STATED ON THE BID REJECTION SHEET (BELOW), THE BID AS STATED, IN THEIR ENTIRETY, BE REJECTED FOR NOT COMPLYING WITH BID REQUIREMENTS.

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT.

By:  _____ Date: July 18, 2017
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

BID REJECTIONS:

CALISTE CONSTRUCTION, LLC.

IN ACCORDANCE WITH RULE II SECTION D.1 OF SCHOOL BOARD POLICY 3320, "THE SCHOOL BOARD SHALL HAVE THE AUTHORITY TO REJECT ANY OR ALL PROPOSALS SUBMITTED IN RESPONSE TO ANY COMPETITIVE SOLICITATION AND REQUEST NEW PROPOSALS OR PURCHASE THE REQUIRED COMMODITIES OR CONTRACTUAL SERVICES IN ANY OTHER MANNER AUTHORIZED BY 6A-1.012(F.A.C.)".

IN ACCORDANCE WITH DOCUMENT 00200: INSTRUCTIONS TO BIDDERS SECTION 5.03, "THE OWNER SHALL HAVE THE RIGHT TO REJECT ANY OR ALL BIDS, REJECT A BID NOT ACCOMPANIED BY A REQUIRED BID SECURITY, GOOD FAITH DEPOSIT, OR BY OTHER DATA REQUIRED BY THE BIDDING DOCUMENTS, OR REJECT A BID WHICH IS IN ANY WAY INCOMPLETE, IRREGULAR OR OTHERWISE NON-RESPONSIVE".

IN ACCORDANCE WITH DOCUMENT 00200: INSTRUCTIONS TO BIDDERS SECTION 4.01.G, "THE BID SHALL INCLUDE THE LEGAL NAME OF THE BIDDER AND A STATEMENT THAT THE BIDDERS IS A SOLE PROPRIETOR, PARTNERSHIP, CORPORATION OR OTHER LEGAL ENTITY. EACH COPY SHALL BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO BIND THE BIDDER CONTRACT. WHERE A FIRM OR CORPORATION SUBMITS A BID, THE BID FORM SHALL BE SIGNED WITH THE FULL NAME OF THE OFFICER OR OFFICERS OF THE CORPORATION AUTHORIZED IN ITS BYLAWS, IN ADDITION TO THE FIRM OR CORPORATION SIGNATURE, WITH OFFICIAL CORPORATE SEAL AFFIXED THERETO AND THE ADDRESS OF SUCH FIRM OR CORPORATION AND OF SUCH OFFICER THEREOF MUST GIVEN. A BID SUBMITTED BY AN AGENT SHALL HAVE A CURRENT POWER OF ATTORNEY ATTACHED CERTIFYING THE AGENT' S AUTHORITY TO BIND THE BIDDER".

IN ADDITION, THE BID RECEIVED FROM CALISTE CONSTRUCTION, LLC. IS NON-RESPONSIVE AND IS RECOMMENDED FOR REJECTION AS THE BIDDER FAILED TO SIGN AND SEAL THE DOCUMENT 00410: BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. IN ADDITION, THE BID RECEIVED FROM CALISTE CONSTRUCTION, LLC. IS NON-RESPONSIVE AND IS RECOMMENDED FOR REJECTION AS THE BIDDER FAILED TO SEAL AND NOTARIZE THE DOCUMENTS 00457: DRUG-FREE WORKPLACE CERTIFICATION AND DOCUMENT 00460: TRENCH ACT COMPLIANCE STATEMENT.

By: _____ Date: July 18, 2017
(Purchasing Agent)

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Sunrise Middle School

Adopted District Educational Facilities Plan

Project	Program Year 1 2015	Program Year 2 2016	Program Year 3 2017	Program Year 4 2018	Program Year 5 2019	Total	Scope
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There are no DEFP projects for this location.

SMART Program

Project	Program Year 1 2015	Program Year 2 2016	Program Year 3 2017	Program Year 4 2018	Program Year 5 2019	Total	Scope
Safety & Security			233,000*			233,000	Single Point of Entry
Safety & Security			81,000			81,000	Safety / Security Upgrade
Renovation			118,000			118,000	HVAC Improvements
Safety & Security	12,000					12,000	Fire Sprinklers
Renovation			22,000			22,000	CAT 6 Data port Upgrade
Renovation			110,000			110,000	Wireless Network Upgrade
Renovation	100,000					100,000	School Choice Enhancement
Renovation			424,000			424,000	Electrical Improvements
Renovation		2,071,000				2,071,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Technology			185,000			185,000	Additional computers to close computer gap
SMART Sub-Total	112,000	2,071,000	1,173,000			3,356,000	

Completed

Type	Program Year 1 2015	Program Year 2 2016	Program Year 3 2017	Program Year 4 2018	Program Year 5 2019	Total	Scope
SMART	100,000					100,000	Music Equipment Replacement
Complete Sub-Total	100,000					100,000	

School Total	212,000	2,071,000	1,173,000	0	0	3,456,000
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*Project Scope Included in the Construction Services Agreement with LEGO Construction Co.



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 17 day of Oct., 2017 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "**Owner**" and

LEGO CONSTRUCTION CO.

(Hereinafter referred to as "**Contractor**").

WHEREAS, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Single Point of Entry
Project No: P.001834 BID: 17-216C
Location No.:0251
Facility Name: Sunrise Middle School

Constructed pursuant to drawings, specifications and other design documents prepared by Song & Associates, Inc. (Hereinafter referred to as **Project Consultant**).

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

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

ARTICLE 1. ENTIRE AGREEMENT

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.
- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

- 2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract,

and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.02 The Drawings:

Drawing Number	Drawing Title
--	Cover Sheet
G-101	Index, Abbreviations, General Notes & Vicinity Map
A-101	Site Plan
A-201	Demolition, and Floor Plans
A-250	Door Schedule, and Building Details
A-251	Building Sections, and Details
A-252	RCP, Interior Elevations, and Casework Details
S1	Structural Details
M1	Mechanical Floor Plan
E1	Electrical Floor Plan

2.03 The Project Manual:

- Division 0 – Documents
- Division 1 – General Requirements
- Division 2 – Site Work
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood & Plastic
- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors & Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment

ARTICLE 3. CONTRACT SUM

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of:

Dollars \$ 154,500.00

This shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.

4.01 Upon execution of the contract by both the successful Bidder 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.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

4.03 Required date(s) of Substantial Completion

4.03.01 The Contractor shall accomplish Substantial Completion of the Work on or before:

03/21/2018

4.03.02 Preceding Substantial Completion, the following Milestone Dates are required to commence and be completed as follows:

Phase	Commencement Date:	Required Substantial Completion Date
N/A		

4.04 Liquidated Damages for Substantial Completion:

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, 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 Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.02 In the event more than one Milestone is involved, then the liquidated damages due for each Milestone shall be as follows:

4.04.03 Each Milestone Two Hundred Dollars \$200.00 per day
Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

- 4.04.04 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 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete 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.

5.02 Final Completion:

- 5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.
- 5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.
- 5.02.03 When the Project Consultant and Owner confirms that the Project 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 Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 Liquidated Damages for Final Completion:

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

Dollars \$200

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one Milestone Date; the final completion date and liquidated damages amount for each Milestone Date shall be as follows:

Each Milestone Two Hundred Dollars \$200.00 per day

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, 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 Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

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

5.04.02 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;

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.

5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

ARTICLE 6. TIME AND DELAYS.

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
- 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
- 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead

and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.

- 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 7. CONTRACT BONDS

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

ARTICLE 8. NOTICES

- 8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy 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:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	3775 SW 16th Street Ft. Lauderdale, FL 33312 Attn: Jean-Marc Dorsainvil Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	LEGO Construction CO.	1011 Sunnybrook Rd. Suite 905 Miami FL 33136
Surety:		N/A
Surety's Agent:		
Project Consultant:	Song & Associates, Inc.	1545 North Centrepark Drive North, West Palm Beach FL 33408

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

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

In witness thereof, the said Contractor, LEGO Construction CO., and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

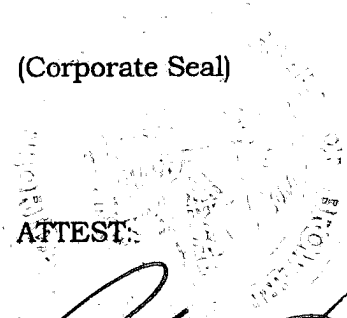

OWNER

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

ATTEST:


Abby M. Freedman, Chair



Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content


Office of the General Counsel

CONTRACTOR

(Corporate Seal)



[NAME OF CONTRACTOR]

By LUIS Garcia, President

, Secretary

Or -

Witness

Witness

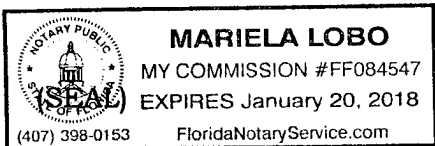
CONTRACTOR NOTARIZATION

STATE OF FL

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 1 day of August, 2017 by Luis Garcia of LEGO Construction and, Jadier Zarabozo of LEGO Construction on behalf of the Contractor. Jenes Rodriguez, and, _____ are personally known to me or produced _____ as identification and did/did not first take an oath.

My commission expires:



Mariela Lobo
Signature - Notary Public

MARIELA LOBO
Printed Name of Notary

FF084547
Notary's Commission No.

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Construction Bid Recommendation of \$500,000 or Less
ITB 17-216C
Sunrise Middle School, Fort Lauderdale
LEGO Construction Co.
Single Point of Entry
Project No. P.001834

School Board Meeting Date: 10/17/2017

All projects have been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017) and in the District's Capital Budget.

The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017) and in the District's Capital Budget.

An additional financial impact of \$ _____ will come from the Capital Projects Reserve.

Comments:


Department Name

Department Head Name

Department Head Signature

Capital Budget

Omar Shim
Director


10/3/2017

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.