



ADDED ITEM

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-15.

MEETING DATE	2017-12-19 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Construction

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 Greater - ITB 17-212C - REBID - Cypress Elementary School - Pompano Beach - LEGO Construction Co. - SMART Program Renovations - Project No. P.001412

REQUESTED ACTION:

Approve the recommendation to award the above contract.
User Department: Office of Facilities & Construction;
Lump Sum Award Amount: \$2,840,165;
Vendor Awarded: LEGO Construction Co.;
Minority/Women Business Enterprise Vendors(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). There is an additional impact to the project budget. These funds in the amount of \$452,897 will come from the Capital Projects Reserve.

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

Leo Bobadilla - Chief Facilities Officer

Signature
Leo Bobadilla Jr
12/15/2017 2:43:27 PM

Approved In Open Board Meeting On: **DEC 19 2017**
Mona Rupert
School Board Chair

EXECUTIVE SUMMARY

**Construction Bid Recommendation of \$500,000 or Greater
ITB 17-212C-REBID
Cypress Elementary School, Pompano Beach
LEGO Construction Co.
SMART Program Renovations
Project No. P.001412**

PROJECT OVERVIEW:

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

GENERAL OVERVIEW:

This item is requesting authorization to award a Lump Sum Contract for construction of the Cypress Elementary School SMART Program Renovations to LEGO Construction Co., in the amount of \$2,840,165. The scope of work for this project includes, but not limited to, fire sprinklers, safety/security upgrade, replacement of existing classroom unit ventilators, building envelope improvements, and media center improvements.

Approval to Advertise for Construction Bids was received from the Board on February 7, 2017 (Agenda item J-1). The Letter of Recommendation to Issue a Permit (f.k.a. Letter of Intent) was provided by the Building Department on May 8, 2017 and the Advertisement for Bids occurred on May 16, 2017. Bids were received on June 26, 2017 from a total of four (4) proposers. Heery evaluated these bids and determined that all proposals did not accurately address unit pricing in determining the base bid proposed amounts. Therefore, Heery recommended that all proposals received be rejected. On August 22, 2017, Board approval to reject all bids was received (Agenda item JJ-1).

Following Board approval to reject all bids, the bidding documents were revised to clarify the unit pricing requirements. The project was then re-advertised (ITB 17-212C-REBID) on November 9, 2017. Bids were received on December 11, 2017 from one (1) Bidder (See Exhibit 2 for details). Heery and Procurement and Warehouse Services has recommended the award of the project to LEGO Construction Co. as the responsive, responsible bidder that met the specifications, terms and conditions of the bid.

The proposal from LEGO Construction Co. exceeds the available funds and requires additional funding to proceed with the SMART Program Renovations. Heery recommends that the Board approve additional funding in the amount of \$452,897.

The original overall project budget for the SMART Program Renovations at Cypress Elementary School is \$3,299,167. Of this amount, the pre-bid construction budget is \$2,428,441 and the pre-bid construction contingency is \$242,844 (10% of construction budget). The balance of the budget is for costs such as design fees, program management fees, and other soft costs.

The proposal that was received from LEGO Construction Co. was for \$2,840,165. This proposal is \$411,724 over the pre-bid construction budget [\$2,840,165 (proposal amount) - \$2,428,441 (pre-bid construction budget)]. In addition, in order to maintain a 10% construction contingency for the project, the contingency needs to be increased by \$41,173 [\$284,017 (10% value of proposal) - \$242,844 (pre-bid construction contingency)].

The total requested increase to the overall project budget for the SMART Program Renovations is therefore \$452,897 (\$411,724 + \$41,173). This will result in a revised overall project budget of \$3,752,064 for the SMART Program Renovations.

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](#).



Procurement & Warehousing Services
Broward County Public Schools

EXHIBIT 2
RECOMMENDATION TABULATION

Select One #:	<u>17-212C - REBID</u>	Tentative Board Meeting Date*:	<u>December 19, 2017</u>	
Select One Title:	<u>CYPRESS ELEMENTARY SCHOOL</u>	# Notified:	<u>2134</u>	# Downloaded: <u>39</u>
	<u>RENOVATIONS</u>	# of Responses Rec'd:	<u>1</u>	# of "No Bids": <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	Select One Opening Date:	<u>December 11, 2017</u>	
	(School/Department)			
Fund:	<u>SMART</u>	Advertised Date:	<u>November 9, 2017</u>	

POSTING OF Select One RECOMMENDATION/TABULATION: Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on DECEMBER 11, 2017 @ **5:00 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 / RFQ / HARD BID, is in effect until it 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 17-212C CYPRESS ELEMENTARY SCHOOL RENOVATIONS ON NOVEMBER 9, 2017. ONE PROPOSAL WAS RECEIVED IN RESPONSE TO ITB 17-212C.

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT MET THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE BID IN THE AMOUNT OF ITS LUMP-SUM BID. RECOMMENDED BIDDER IS:

LEGO CONSTRUCTION CO.

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

By:  Luis E. Perez Date: December 11, 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.

Cypress Elementary 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
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	634,000*					634,000	Fire Sprinklers
Safety & Security	103,000*					103,000	Safety / Security Upgrade
Music & Art Equipment	50,000					50,000	Music Equipment Replacement
Renovation	100,000					100,000	School Choice Enhancement
Renovation	1,747,603*					1,747,603	Replace existing classroom unit ventilators (approximately 42) with new unit ventilators, duct and diffusers. Includes all related work including electrical, DDC controls, plumbing, ceiling removal and replacement, test and balance, and replacement of outside air units.
Renovation	637,564*					637,564	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	177,000*					177,000	Media Center improvements
SMART Sub-Total	3,449,167					3,449,167	

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		247,000				247,000	Additional computers to close computer gap
SMART		12,000				12,000	CAT 6 Data port Upgrade
SMART		61,000				61,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART		84,000				84,000	Wireless Network Upgrade
Complete Sub-Total		404,000				404,000	
School Total	3,449,167	404,000	0	0	0	3,853,167	

*Project Scope Included:
 Year 1 total scope \$3,299,167
 Total value of scope \$3,299,167 (does not reflect additional funding of \$452,897)



Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 19th day of December, 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:

Construction of Renovations at Cypress Elementary, including, but not limited to, reroofing, replacement of air conditioning equipment and controls, renovation of media center and adjacent toilets, replacement of window, replacement of lighting fixtures, exterior repainting, and related improvements.

Project / Bid No.:	P.001412 / 17-212C - REBID
Location No.:	1781
Project Title:	Renovations
Facility Name:	Cypress Elementary School

Constructed pursuant to drawings, specifications and other design documents prepared by Jorge A. Gutierrez, Architect. (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
G-001	COVER
G-002	DRAWING INDEX
A-101	SITE PLAN & OVERALL FLOOR PLAN
A-102	LIFE SAFETY PLAN BUILDING 1
A-103	LIFE SAFETY PLAN BUILDINGS 3, 5, 80, 81, 82 AND 85
AA-101	PARTIAL DEMOLITION CEILING PLAN BLDG. 1
AA-102	PARTIAL DEMOLITION CEILING PLAN BLDG. 1
AA-103	PARTIAL DEMOLITION CEILING PLAN BLDG. 1
AA-104	PARTIAL DEMOLITION CEILING PLAN BLDG. 1
AA-105	PARTIAL CEILING PLAN BLDG. 1
AA-106	PARTIAL CEILING PLAN BLDG. 1
AA-107	PARTIAL CEILING PLAN BLDG. 1
AA-108	PARTIAL CEILING PLAN BLDG. 1
AA-201	BUILDING ELEVATIONS BLDG. 1
AA-202	BUILDING ELEVATIONS BLDG. 1
AA-203	BUILDING ELEVATIONS BLDG. 1
AA-204	BUILDING SECTIONS BLDG. 1
AA-205	BUILDING SECTIONS BLDG. 3
AA-301	ROOF GENERAL NOTES
AA-302	ROOF GENERAL NOTES
AA-303	ROOF DEMOLITION PLAN BLDGS. 1 AND 3
AA-304	EXISTING ROOF PICTURES
AA-305	EXISTING ROOF PICTURES
AA-306	ROOF PLAN BLDGS. 1 AND 3
AA-401	ENLARGED FLOOR PLAN TOILETS 109 & 111
AA-402	INTERIOR ELEVATIONS TOILETS 109 & 111
AA-501	ROOF DETAILS
AA-502	ROOF DETAILS
AA-503	DETAILS
AA-504	DOOR AND WINDOW DETAILS
S-1	BUILDING 1 WIND PRESSURES
M-001	MECHANICAL GENERAL NOTES AND SYMBOLS
DM-100	OVERALL DEMO MECHANICAL FLOOR PLAN
DM-101	PARTIAL DEMO MECHANICAL FLOOR PLAN BLDG. 1
DM-102	PARTIAL DEMO MECHANICAL FLOOR PLAN BLDG. 1
DM-103	PARTIAL DEMO MECHANICAL FLOOR PLAN BLDG. 1
DM-104	PARTIAL DEMO MECHANICAL FLOOR PLAN BLDG. 1
M-100	OVERALL MECHANICAL FLOOR PLAN

M-101	PARTIAL MECHANICAL FLOOR PLAN BLDG. 1
M-102	PARTIAL MECHANICAL FLOOR PLAN BLDG. 1
M-102	PARTIAL MECHANICAL FLOOR PLAN BLDG. 1
M-104	PARTIAL MECHANICAL FLOOR PLAN BLDG. 1
M-200	MECHANICAL DETAILS
M-300	MECHANICAL SCHEDULES
E-001	ELECTRICAL GENERAL NOTES AND SYMBOLS
DE-100	OVERALL DEMO ELECTRICAL FLOOR PLAN
DE-101	PARTIAL DEMO ELECTRICAL FLOOR PLAN BLDG. 1
DE-102	PARTIAL DEMO ELECTRICAL FLOOR PLAN BLDG. 1
DE-103	PARTIAL DEMO ELECTRICAL FLOOR PLAN BLDG. 1
DE-104	PARTIAL DEMO ELECTRICAL FLOOR PLAN BLDG. 1
DE-105	PARTIAL DEMO ELECTRICAL FLOOR PLAN BLDG. 81
E-100	OVERALL ELECTRICAL FLOOR PLAN
E-101	PARTIAL ELECTRICAL FLOOR PLAN BLDG. 1
E-102	PARTIAL ELECTRICAL FLOOR PLAN BLDG. 1
E-103	PARTIAL ELECTRICAL FLOOR PLAN BLDG. 1
E-104	PARTIAL ELECTRICAL FLOOR PLAN BLDG. 1
E-200	OVERALL LIGHTING FLOOR PLAN
E-201	PARTIAL LIGHTING FLOOR PLAN BLDG. 1
E-202	PARTIAL LIGHTING FLOOR PLAN BLDG. 1
E-203	PARTIAL LIGHTING FLOOR PLAN BLDG. 1
E-204	PARTIAL LIGHTING FLOOR PLAN BLDG. 1
E-205	LIGHTING FLOOR PLAN BLDG. 81
E-300	ELECTRICAL DETAILS
E-400	PANEL SCHEDULES
E-401	ELECTRICAL PANEL SCHEDULES
P-001	PLUMBING FIXTURE SCHEDULES AND GENERAL NOTES
DP-100	OVERALL DEMO PLUMBING FLOOR PLAN
DP-101	PARTIAL DEMO PLUMBING FLOOR PLAN BLDG. 1
DP-102	PARTIAL DEMO PLUMBING FLOOR PLAN BLDG. 1
DP-103	PARTIAL DEMO PLUMBING FLOOR PLAN BLDG. 1
DP-104	PARTIAL DEMO PLUMBING FLOOR PLAN BLDG. 1
P-100	OVERALL PLUMBING FLOOR PLAN
P-101	PARTIAL PLUMBING FLOOR PLAN BLDG. 1
P-102	PARTIAL PLUMBING FLOOR PLAN BLDG. 1
P-103	PARTIAL PLUMBING FLOOR PLAN BLDG. 1
P-104	PARTIAL PLUMBING FLOOR PLAN BLDG. 1
P-300	PLUMBING DETAILS

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
- Division 12 – Furnishings
- Division 13 – Special Construction
- Division 14 – Conveying Systems
- Division 15 – Mechanical
- Division 16 – Electrical

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 \$ 2,840,165.00

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:

210 consecutive calendar days from the commencement date stipulated on Document 00550: Notice To Proceed.

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	Five Hundred Dollars	\$500.00 per day
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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:

Five Hundred Dollars \$ 500

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	Five Hundred Dollars \$500.00 per day
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- 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:

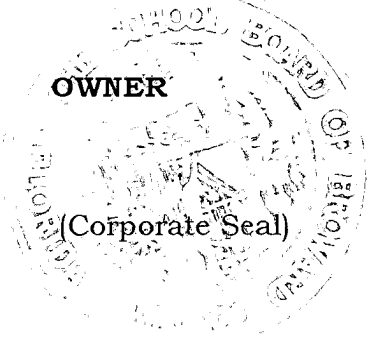
Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Stephen Gaydosh 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 Attn: Luis Garcia
Surety:	Hartford Casualty Insurance Company	One Hartford Plaza Hartford, CT 06155-0001
Surety's Agent:	Charles J. Nielson	One Hartford Plaza Hartford, CT 06155-0001
Project Consultant:	Jorge A. Gutierrez, Architect LLC	19950 West Country Club Drive, Suite 905, Aventura, Florida 33180

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.



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

By *Nora Rupert*
Nora Rupert, Chair

ATTEST

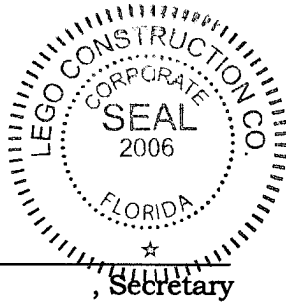
Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

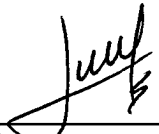
Approved as to Form and Legal Content By:

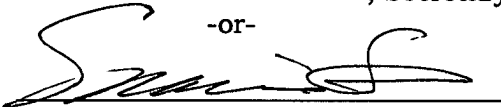
M. Curney
Office of the General Counsel

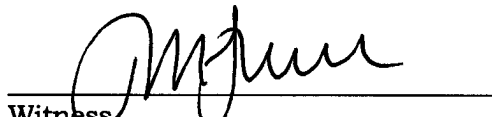
CONTRACTOR

(Corporate Seal)



By Luis Garcia 
, President


-or-
Witness


Witness

CONTRACTOR NOTARIZATION

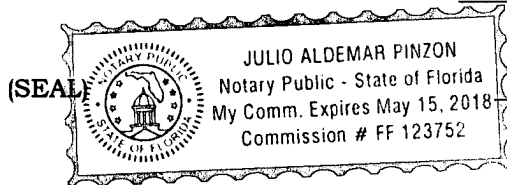
STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 15 day of December, 2017
by _____ of _____,
and, Luis Garcia, President of LEGO Construction Co.,
on behalf of the Contractor.

_____, and, _____ are personally known to
me or produced Luis Garcia as identification and did/did not first take
an oath.

My commission expires: May 15, 2018





Signature - Notary Public

Julio Pinzon

Printed Name of Notary


FF 123752

Notary's Commission No.

SURETY ACKNOWLEDGMENT

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

SURETY: Hartford Casualty Insurance Company



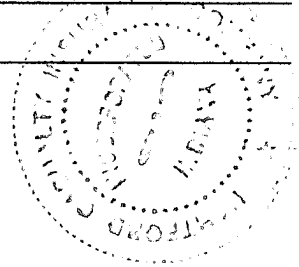
By: 

Its: Charles J. Nielson, Attorney-in-fact

Date: December 15, 2017

STATE OF Florida

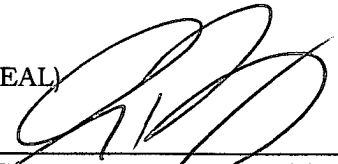
COUNTY OF Miami-Dade



The foregoing instrument was acknowledged before me this 15th day of December, 2017
by Charles J. Nielson of Hartford Casualty Insurance Company, on
behalf of the Surety.

He/she is personally known to me or produced personally known as
identification and did/did not first take an oath.

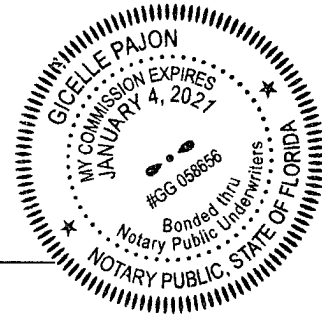
My commission expires:

(SEAL) 

Signature - Notary Public
Gicelle Pajon

Printed Name of Notary
GG 058656

Notary's Commission No.



END OF DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-229752

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Charles J. Nielson, Mary C. Aceves, Charles D. Nielson, Joseph Penichet Nielson, David R. Hoover
of
Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on March 1, 2016 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of April, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 15, 2017.
Signed and sealed at the City of Hartford.



Kevin Hecl *Kevin Hecl*

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM


Item #/Title of Agenda Request Item: JJ-15/ Construction Bid Recommendation of \$500,000 or Greater
ITB 17-212C-REBID
Cypress Elementary School
LEGO Construction Co.
SMART Program Renovations
Project No. P.001412

School Board Meeting: 12/19/17

The financial impact of this item is \$452,897

- () This project has not been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). These funds in the amount of \$_____ will come from the Capital Projects Reserve.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no impact to the project budget.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no current impact to the project budget. There is a potential future impact to the project budget based on the additional scope approved in this item.
- This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is an additional impact to the project budget. These funds in the amount of \$452,897 will come from the Capital Projects Reserve.

() Comments:

<u>Department Name</u>	<u>Department Head</u>	<u>Department Head</u>
Capital Budget	Omar Shim, Director	 Signature
		12/13/2017 Date

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.