



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

JJ-11.

MEETING DATE	2018-03-06 10:05 - School Board Operational 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 18-101C - REBID - Lauderdale Lakes Middle School - Lauderdale Lakes - DiPompeo Construction Corporation - SMART Program Renovations - Project No. P.001637

REQUESTED ACTION:

Approve the recommendation to award the above contract.
 User Department: Office of Facilities & Construction;
 Lump Sum Award Amount: \$4,947,000;
 Vendor Awarded: DiPompeo Construction Corporation
 Minority/Women Business Enterprise Vendor(s): See Executive Summary (Exhibit 1)

SUMMARY EXPLANATION AND BACKGROUND:

Scope of Work: See Executive Summary (Exhibit 1).
 A copy of all supporting documents is available 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:

<input type="radio"/> Goal 1: High Quality Instruction	<input checked="" type="radio"/> Goal 2: Continuous Improvement	<input type="radio"/> Goal 3: Effective Communication
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FINANCIAL IMPACT:

This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no impact to the project 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

Leo Bobadilla - Chief Facilities Officer

Signature

Leo Bobadilla Jr
 Tuesday, February 27, 2018 1:26:59 PM

Electronic Signature

Form #4189 Revised 08/04/2017
 RWR/ LB/FG/RC:ljc

Approved In Open Board Meeting On:

MAR 06 2018

Mora Rupert
 School Board Chair

EXECUTIVE SUMMARY

Construction Bid Recommendation of \$500,000 or Greater
ITB 18-101C-REBID
Lauderdale Lakes Middle School, Lauderdale Lakes
DiPompeo Construction Corporation
SMART Program Renovations
Project No. P.001637

PROJECT OVERVIEW:

Type of Contract:	Design/Bid/Build
Contractor:	DiPompeo Construction Corporation
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 Lauderdale Lakes Middle School SMART Program Renovations to DiPompeo Construction Corporation, in the amount of \$4,947,000. The scope of work for this project includes, but not limited to, fire sprinklers, fire alarm, media center improvements, roof repair, stucco and waterproof, interior repairs, and HVAC improvements.

At the December 5, 2017 School Board Operational Meeting, the Board approved the rejection of bids that were received on October 18, 2017 (Agenda Item JJ-3). Following Board approval to reject all bids, the project was then re-advertised (ITB 18-101C-REBID) on December 6, 2017. Bids were received on January 16, 2018, from a total of four (4) Bidders (See Exhibit 2 for details). Procurement and Warehouse Services has recommended the award of the project to DiPompeo Construction Corporation as the lowest responsive, responsible bidder that met the specifications, terms and conditions of the bid.

The original overall project budget for the SMART Program Renovations at Lauderdale Lakes Middle School is \$6,481,000. The proposal from DiPompeo Construction Corporation in the amount of \$4,947,000 is within the available funds and requires no additional funding to proceed with the SMART Program Renovations. The existing project funds are also sufficient to establish a 10% construction contingency in the amount of \$494,700.

DiPompeo Construction Corporation is not a Minority/Women Business Enterprise (M/WBE) certified company. However, the Contractor has committed to meet the District's M/WBE Participation Goal of 25% for this project through the use of Certified M/WBE Subcontractors.

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](#).



Select One #:	<u>18-101C REBID</u>	Tentative Board Meeting Date*:	<u>February 21, 2018</u>	
Select One Title:	<u>LAUDERDALE LAKES MIDDLE SCHOOL</u>	# Notified:	<u>1836</u>	# Downloaded: <u>38</u>
	<u>RENOVATIONS</u>	# of Responses Rec'd:	<u>4</u>	# of "No Bids": <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	Select One Opening Date :	<u>January 16, 2018</u>	
	(School/Department)			
Fund:	<u>SMART</u>	Advertised Date:	<u>December 6, 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 JANUARY 22, 2018 @ 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 / 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 18-101C REBID LAUDERDALE LAKES MIDDLE SCHOOL RENOVATIONS ON DECEMBER 6, 2017. FOUR (4) PROPOSALS WERE RECEIVED:

- WEST CONSTRUCTION, INC.
- LEGO CONSTRUCTION CO.
- ANATOM CONSTRUCTION COMPANY
- DI POMPEO CONSTRUCTION CORPORATION

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:

DI POMPEO CONSTRUCTION CORPORATION

IN THE BEST INTEREST FOR THE SCHOOL DISTRICT, IT IS RECOMMENDED THAT THE LISTED LOWER BIDDER BE RECOMMENDED FOR AWARD IN THE AMOUNT OF ITS LUMP-SUM BIB.

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

By: _____ Luis E. Perez _____ Date: _____ January 22, 2018 _____
(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.

Lauderdale Lakes 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
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	2,311,000*					2,311,000	Fire Sprinklers
Safety & Security	461,000*					461,000	Fire Alarm
Renovation	100,000					100,000	School Choice Enhancement
Renovation	363,000*					363,000	Media Center improvements
Renovation	3,346,000*					3,346,000	Roof repair, stucco and waterproof, interior repairs, HVAC - evaluation, test/balance and repair. Replace FB in 4 AHUs and provide dehumidification.
SMART Sub-Total	6,581,000					6,581,000	

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			112,000			112,000	Additional computers to close computer gap
SMART			3,000			3,000	CAT 6 Data port Upgrade
SMART		100,000				100,000	Music Equipment Replacement
SMART			9,000			9,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART			42,000			42,000	Wireless Network Upgrade
Complete Sub-Total		100,000	166,000			266,000	

School Total	6,581,000	100,000	166,000	0	0	6,847,000
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*Project Scope Included:
 Year 1 total scope \$6,481,000
 Total value of scope \$6,481,000



**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 6 day of March, 2018 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

DIPOMPEO CONSTRUCTION CORPORATION

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

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

Renovations at Lauderdale Lakes Middle School, including, but not limited to reroofing, replacement of fire alarm system, provision of new fire sprinkler system, replacement of air conditioning equipment, renovation of media center and toilets, and related improvements.

Bid No.:	18-101C REBID
Project No.:	P.001637
Location No.:	1701
Project Title:	Renovations
Facility Name:	Lauderdale Lakes Middle School

Constructed pursuant to drawings, specifications and other design documents prepared by Jorge A. Gutierrez, Architect, LLC (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	Revision #	Revision Date
G-001	COVER, LOCATION MAP	N/A	4/17/2017
G-002	DRAWING INDEX & GENERAL NOTES	5	9/27/2017
	SHEET 1 OF 1 – SURVEY SHEET	3	6/12/2017
C-1	GENERAL NOTES AND SPECIFICATIONS	N/A	4/17/2017
C-2	FIRE PLAN	3	7/12/2017
C-3	FIRE PLAN DETAILS	3	7/7/2017
S-1	WIND PRESSURES BUILDINGS 1, 2, 3, 4	1	5/11/2017
S-2	STRUCTURAL CORRECTIVE WORK AND GENERAL NOTES	1	5/11/2017
S-3	STRUCTURAL CORRECTIVE WORK	5	8/14/2017
S-4	ROOF DECK GRACITY LOAD EVALUATION	5	8/14/2017
AS-101	UTILITY SURVEY	3	7/7/2017
A-101	SITE PLAN	N/A	4/17/2017
A-102	BUILDING PLAN OVERALL ROOM NUMBERS	1	5/11/2017
A-103	BUILDING PLAN OVERALL ROOM NUMBERS	N/A	4/17/2017
A-104	BUILDING PLAN OVERALL WORK AREAS	1	5/11/2017
A-105	PARTIAL LIFE SAFETY PLAN BLDGS 1, 2 & WEST PORTABLES	2	6/1/2017
A-106	PARTIAL LIFE SAFETY PLAN BLDG 1 AREA C AND BLDGS 3 & 4	2	6/1/2017
A-107	PARTIAL LIFE SAFETY PLAN NORTH PORTABLES	2	6/1/2017
A-108	FENCE AND GATE DETAILS	3	7/7/2017
A-301	ROOF GENERAL NOTES	5	10/6/2017
A-302	ROOF GENERAL NOTES	5	10/6/2017
A-303	PARTIAL DEMO ROOF PLAN BLDGS 1 NORTH & BLDG 2	5	10/6/2017
A-304	PARTIAL DEMO ROOF PLAN BLDGS 1 SOUTH & BLDGS 3-4	5	10/6/2017
A-305	EXISTING ROOF PHOTOS BLDG 1 – WEST AREA A	N/A	4/17/2017
A-306	EXISTING ROOF PHOTOS BLDG 1 – NORTH AREA B	N/A	4/17/2017
A-307	EXISTING ROOF PHOTOS BLDG 1 – NORTH AREA B	N/A	4/17/2017
A-308	EXISTING ROOF PHOTOS BLDG 1 – SOUTH AREA C	N/A	4/17/2017
A-309	EXISTING ROOF PHOTOS BLDGS 2-3-4	N/A	4/17/2017
A-310	PARTIAL NEW ROOF PLAN BLDGS 1 NORTH & BLDG 2	5	10/6/2017
A-311	PARTIAL NEW ROOF PLAN BLDGS 1 SOUTH & BLDGS 3-4	5	10/6/2017
A-312	ROOF DRAINAGE CALCULATIONS BLDGS 1-2-3 & 4	N/A	4/17/2017
AA-101	PARTIAL REFLECTED CEILING PLAN – AREA A-B & J BLDG 1	N/A	4/17/2017
AA-102	PARTIAL REFLECTED CEILING PLAN – AREA I ROOM 203, MEZZANINE BLDG 1	N/A	4/17/2017
AA-103	PARTIAL REFLECTED CEILING PLAN – AREA E-D-F & MEZ. MECH.ROOM 202 BLDG 1	N/A	4/17/2017
AA-104	PARTIAL REFLECTED CEILING PLAN – AREA H-G BLDG 1	N/A	4/17/2017
AA-201	NOT USED	N/A	N/A
AA-202	NOT USED	N/A	N/A
AA-203	NOT USED	N/A	N/A
AA-204	ELEVATIONS EAST AND SOUTH BLDG 1	1	5/11/2017
AA-205	ELEVATIONS WEST AND NORHT BLDG 1	1	5/11/2017
AA-206	ELEVATIONS BLDGS 2-3-4	1	5/11/2017
AA-401	ENLARGED PLAN MEDIA CENTER BLDG 1	6	12/21/2017
AA-501	ENLARGED DEMOLITION PLANS RESTROOMS 101,104,153 & 155 BLDG 1	1	5/11/2017
AA-502	ENLARGED PLANS RESTROOMS 101,104,153 & 155 BLDG 1	N/A	4/17/2017
AA-503	INTERIOR ELEVATIONS RESTROOMS 101 & 104 BLDG 1	1	5/11/2017
AA-504	INTERIOR ELEVATIONS RESTROOMS 153 & 155 BLDG 1	1	5/11/2017
AB-101	REFLECTED CEILING PLAN BLDGS 2-3-4	N/A	4/17/2017
AB-102	DEMO AND NEW PARTIAL PLAN ROOM 232 & 226A BLDG 2	1	5/11/2017

AC-601	SCHEDULES & DETAILS	N/A	4/17/2017
AC-602	ROOF DETAILS	5	8/14/2017
AC-603	ROOF DETAILS	5	8/14/2017
AC-604	ROOF DETAILS	5	8/14/2017
AC-605	ROOF DETAILS	5	8/14/2017
AC-606	ROOF DETAILS	5	8/14/2017
AC-607	ROOF DETAILS	5	8/14/2017
M-001	LEGEND AND GENERAL NOTES	N/A	4/17/2017
M-002	SCHEDULES	N/A	4/17/2017
M-003	SCHEDULES	N/A	4/17/2017
M-101	CAMPUS PLAN AND SCOPE	N/A	4/17/2017
M-201	HVAC PLAN A	N/A	4/17/2017
M-202	HVAC PLAN B	1	5/11/2017
M-203	HVAC PLAN C	1	5/11/2017
M-204	HVAC PLAN D	N/A	4/17/2017
M-205	HVAC PLAN E	1	5/11/2017
M-206	HVAC PLAN F	1	5/11/2017
M-207	HVAC PLAN G	1	5/11/2017
M-208	HVAC PLAN H	1	5/11/2017
M-209	HVAC PLAN J	1	5/11/2017
M-210	HVAC PLAN K	1	5/11/2017
M-301	HVAC PLAN ADMIN MEZZANINE	N/A	4/17/2017
M-302	MEZZANINE DEMO	N/A	4/17/2017
M-303	MEZZANINE NEW WORK	1	5/11/2017
M-304	BLDG 2 HVAC	1	5/11/2017
M-305	MECHANICAL SECITONS	1	5/11/2017
M-401	ROOF PLAN A	N/A	4/17/2017
M-402	ROOF PLAN B	N/A	4/17/2017
M-501	DETAILS	1	5/11/2017
M-502	DETAILS	N/A	4/17/2017
M-601	CONTROLS	N/A	4/17/2017
M-602	CONTROLS	1	5/11/2017
M-603	CONTROLS	1	5/11/2017
E-001	LEGEND & GENERAL NOTES	3	7/7/2017
E-101	CAMPUS PLAN WITH SCOPE	N/A	4/17/2017
E-201	FIRE ALARM DEMOLITION BLDG 1 SOUTH, BLDG 3 & BLDG 4	N/A	4/17/2017
E-202	FIRE ALARM DEMOLITION BLDG 1 NORTH & BLDG 2	N/A	4/17/2017
E-203	FIRE ALARM PORTABLES DEMOLITION PLAN	N/A	4/17/2017
E-204	FIRE ALARM NEW WORK BLDG 1 SOUTH, BLDG 3 & BLDG 4	3	7/7/2017
E-205	FIRE ALARM NEW WORK BLDG 1 NORTH, BLDG 2	4	7/21/2017
E-206	FIRE ALARM PORTABLES NEW WORK PLAN	5	8/23/2017
E-207	ROOF PLAN BLDG 1 SOUTH, BLDG 3 & BLDG 4	1	5/11/2017
E-208	ROOF PLAN BLDG 1 NORTH & BLDG 2	1	5/11/2017
E-301	BLDG 1 MECH ROOM DEMO AND NEW WORK	3	7/7/2017
E-302	BLDG 2 MECH ROOM DEMO AND NEW WORK PLAN	3	7/7/2017
E-303	PARTIAL FIRST FLOOR RESTROOM LIGHTING & DEMO & NEW WORK PLANS	N/A	4/17/2017
E-401	ONE LINE DIAGRAM DEMOLITION AND NEW WORK	1	5/11/2017
E-402	PARTIAL ENERGY MANAGEMENT RISER DIAGRAM	3	7/7/2017
E-403	FIRE ALARM RISER	4	7/21/2017
E-404	FIRE ALARM AND GENERAL NOTES	4	7/21/2017
E-501	MISCELLANEOUS SCHEDULES	1	5/11/2017
E-502	ELECTRICAL PANEL SCHEDULES	1	5/11/2017
E-601	ELECTRICAL DETAILS	N/A	4/17/2017
P-100	LEGEND, GENERAL NOTES, AND SCHEDULES	2	6/1/2017
P-200	PARTIAL FIRST FLOOR DEMO PLANS	1	5/11/2017
P-300	PARTIAL FIRST FLOOR PLUMBING PLANS	N/A	4/17/2017
P-401	ROOF PLAN A	N/A	4/17/2017
P-402	ROOF PLAN B	N/A	4/17/2017
P-500	PLUMBING RISER DIAGRAMS	1	5/11/2017
FP-100	LEGEND AND GENERAL NOTES	2	6/1/2017
FP-201	PARTIAL FIRST FLOOR FIRE PROTECTION PLAN	1	5/11/2017
FP-202	PARTIAL FIRST FLOOR FIRE PROTECTION PLAN	1	5/11/2017
FP-203	2ND FLOOR FIRE PROTECTION PLAN	1	5/11/2017
FP-401	FIRE PROTECTION DETAILS	N/A	4/17/2017
FP-402	FIRE PROTECTION DETAILS	N/A	4/17/2017
CL-1	CLARIFICATION: DOUBLE OPPOSING DOORS WITH CENTER MULLION FIRE RATED		12/22/2017

CL-2	CLARIFICATION (PG. 1): RESTROOMS 101 & 104 HAND DRYERS & MIRRORS NEW LOCATIONS	12/22/2017
CL-2	CLARIFICATION (PG. 2): RESTROOMS 153 & 155 HAND DRYERS & MIRRORS NEW LOCATIONS	12/22/2017

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
- Division 17 – Communications

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 \$4,947,000.00

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:

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
day Five Hundred Dollars \$500.00 per

- 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.

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	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Fadi Hardan Mary C. Coker

	Procurement & Warehousing Services The School Board of Broward County, Florida	Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	Di Pompeo Construction Corporation	2301 NW 33 rd Court, Unit 102 Pompano Beach, FL 33069 Attn: John Di Pompeo Jr.
Surety:	Fidelity & Deposit Company of Maryland	1299 Zurich Way Schaumburg, IL 60196
Surety's Agent:	Brown and Brown of Florida, Inc. Michael Holmes - Attorney-In-Fact	1201 W. Cypress Creek Road Suite 130 Ft. Lauderdale, FL 33309
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, Di Pompeo Construction Corporation, 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.

(Corporate Seal)

ATTEST:

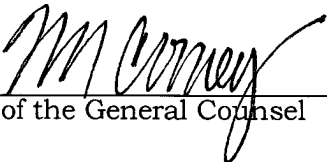

Robert W. Runcie, Superintendent of
Schools

OWNER

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA


Nora Rupert, Chair

Approved as to form and legal content


Office of the General Counsel



CONTRACTOR

[NAME OF CONTRACTOR]

John Di Pompeo Sr. *John Di Pompeo Sr.* ^{VP/Sec}
John Di Pompeo Sr. , Secretary

By John Di Pompeo Jr. *[Signature]* , President

Or -



Witness

Witness

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15th day of February,
2018 by John Di Pompeo Jr. of
Di Pompeo Construction Corporation, and,
John Di Pompeo Sr. of Di Pompeo Construction Corporation,
on behalf of the Contractor.

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

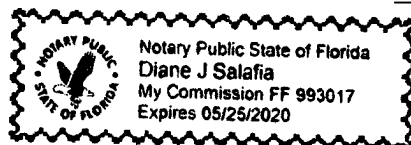
My commission expires:

[Signature]
Signature - Notary Public

(SEAL)

Diane Salafia

Printed Name of Notary



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: Fidelity and Deposit Company of Maryland

By: Michael A. Holmes
Its: Michael A. Holmes, Attorney-In-Fact
Date: February 5, 2018

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5th day of February, 2018 by Michael A. Holmes of Brown & Brown of Florida, Inc., on behalf of the Surety.

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

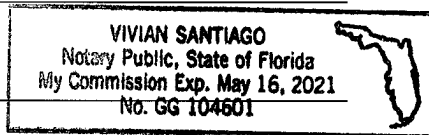
My commission expires:

(SEAL)

[Signature]
Signature - Notary Public

Vivian Santiago
Printed Name of Notary

Notary's Commission No.



END OF DOCUMENT

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-11/ Construction Bid Recommendation of \$500,000 or Greater
ITB 18-101C-REBID
Lauderdale Lakes Middle School
DiPompeo Construction Corporation
SMART Program Renovations
Project No. P.001637

School Board Meeting: 03/06/2018

The financial impact of this item is \$4,947,000

- () 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 \$ _____ will come from the Capital Projects Reserve.
- () Comments:

Department Name

Department Head

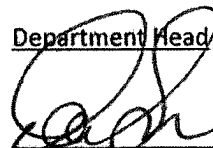
Department Head

Capital Budget

Omar Shim, Director

Signature

Date



2/27/2018

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.