



ADDED ITEM

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-1.

MEETING DATE	2018-05-22 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 18-197C - Castle Hill Elementary School - Lauderhill - CB Constructors, Inc. - SMART Program Renovations - Project No. P.001661

REQUESTED ACTION:
Approve the recommendation to award the Construction Agreement to CB Constructors, Inc. for the lump sum of \$2,967,617 and approve additional funding in the amount of \$1,567,030.

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 \$1,567,030 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, CBRE I 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
5/16/2018, 3:51:04 PM

Approved In Open Board Meeting On: **MAY 22 2018**

By: *Nora Rupert*
School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB 18-197C
Castle Hill Elementary School , Lauderhill
CB Constructors, Inc.
SMART Program Renovations
Project No. P.001661

PROJECT OVERVIEW:

Type of Contract:	Design/Bid/Build
Contractor:	CB Constructors, Inc.
Notice to Proceed Date:	Pending Board Approval
Budget:	See Below

GENERAL OVERVIEW:

This item is requesting authorization to award a Lump Sum Agreement for construction of the Castle Hill Elementary School SMART Program Renovations to CB Constructors, Inc., in the amount of \$2,967,617. The scope of work for this project includes, but not limited to, fire alarm, media center improvements, HVAC improvements, and building envelope improvements. Scope to provide fire sprinklers in Building 2 (Storage) and Building 3 (Mechanical) was removed by the District's Chief Fire Official. Chief May determined that Code did not require fire sprinkler systems for these two buildings.

Approval to Advertise for Construction Bids was received from the Board on December 19, 2017 (Agenda item J-4). The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on May 9, 2018, from a total of five (5) bidders (see Exhibit 2 for details). Procurement and Warehousing Services has recommended the award of the project to CB Constructors, Inc. as the lowest responsive, responsible bidder that met the specifications, terms, and conditions of the bid.

The proposal from CB Constructors, Inc. exceeds the available funds and requires additional funding to proceed with the SMART Program Renovations. In order to authorize the award of this contract, CBRE | Heery recommends the Board approve additional funding in the amount of \$1,567,030.

The overall project budget for the SMART Program Renovations at Castle Hill Elementary School is \$2,109,000. Of this amount, the pre-bid construction budget is \$1,543,045 and the pre-bid construction contingency is \$154,304 (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 CB Constructors, Inc. was for \$2,967,617. This proposal is \$1,424,572 over the pre-bid construction budget [\$2,967,617 (proposal amount) - \$1,543,045 (pre-bid construction budget)]. In addition, in order to maintain a 10% construction contingency for the project, the contingency needs to be increased by \$142,458 [\$296,762 (10% value of proposal) - \$154,304 (pre-bid construction contingency)].

The total requested increase to the overall project budget for the SMART Program Renovations is therefore \$1,567,030 (\$1,424,572 + \$142,458). This will result in a revised overall project budget of \$3,676,030 for the SMART Program Renovations.

CB Constructors, Inc. is not a certified Small/Minority/Women Business Enterprise (S/M/WBE). However, the Contractor has committed to S/M/WBE Participation of 17% for this project through the use of Certified S/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>18-197C</u>	Tentative Board Meeting Date*:	<u>May 22, 2018</u>		
Select One Title:	<u>CASTLE HILL ELEMENTARY SCHOOL</u>	# Notified:	<u>3643</u>	# Downloaded:	<u>56</u>
	<u>RENOVATIONS</u>	# of Responses Rec'd:	<u>5</u>	# of "No Bids":	<u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	ITB Opening Date :	<u>May 9, 2018</u>		
	(School/Department)				
Fund:	<u>SMART</u>	Advertised Date:	<u>March 30, 2018</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 MAY 10, 2018 @ 01:00 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 18-197C CASTLE HILL ELEMENTARY SCHOOL RENOVATIONS ON MARCH 30, 2018. FIVE (5) PROPOSALS WERE RECEIVED:

- ANATOM CONSTRUCTION COMPANY
- CB CONSTRUCTORS, INC.
- LEGO CONSTRUCTION CO.
- LUNACON ENGINEERING GROUP, CORP. DBA LUNACON CONSTRUCTION GROUP, CORP.
- WEST CONSTRUCTION INC.

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

CB CONSTRUCTORS, INC.

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 BID.

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

By:  Date: May 10, 2018
 Luis E. Perez
 (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.

Castle Hill 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
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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		13,000	See Note Below			13,000	Fire Sprinklers
Safety & Security	293,000*					293,000	Fire Alarm
Music & Art Equipment			50,000			50,000	Music Equipment Replacement
Renovation	100,000					100,000	School Choice Enhancement
Renovation				282,000*		282,000	Media Center improvements
Renovation	380,000*					380,000	HVAC Improvements
Renovation			1,141,000*			1,141,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART Sub-Total	773,000	13,000	1,191,000	282,000		2,259,000	

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		171,000				171,000	Additional computers to close computer gap
SMART		10,000				10,000	CAT 6 Data port Upgrade
SMART		17,000				17,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART		35,000				35,000	Wireless Network Upgrade
Complete Sub-Total		233,000				233,000	

School Total	773,000	246,000	1,191,000	282,000	0	2,492,000
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*Project Scope Included:
 Year 1 total scope \$673,000
 Year 3 total scope \$1,141,000
 Year 4 total scope \$282,000
 Total value of scope \$2,096,000

Note: Scope to provide fire sprinklers in Building 2 (Storage) and Building 3 (Mechanical) was removed by the District's Chief Fire Official. Chief May determined that Code did not require fire sprinkler systems for these two buildings.



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 22nd day of May, 2018 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

CB Constructors, Inc.

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

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

Bid No.:	18-197C
Project No.:	P.001661
Location No.:	1461
Project Title:	Renovations
Facility Name:	Castle Hill Elementary School

Construction of Renovations at Castle Hill Elementary School, including, but not limited to, full reroofing buildings shown in plans, correct roof drainage deficiencies, replacement of air conditioning equipment and controls, test and balance the HVAC systems in buildings 1 & 4, renovation of media center and adjacent girls & boys restrooms, replacement of fire alarm system, replacement of door glass lite, replacement of exterior doors, selective exterior repainting, and related improvements.

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 Number	Revision Date
G-001	COVER, LOCATION MAP	-	
G-002	GENERAL NOTES AND INDEX SHEET	2	2-23-18
G-005	FIXTURES & ACCESSORIES MOUNTING HEIGHTS	-	
<u>SURVEY:</u>			
	TOPOGRAPHIC SURVEY	-	
<u>STRUCTURAL:</u>			
S-1	BUILDING 1, AREA A WIND PRESSURE	-	
S-2	BUILDING 1, AREA B WIND PRESSURE	1	12-19-17
S-3	BUILDINGS 2, 3, 4 WIND PRESSURES	-	
S-4	BUILDING DETAILS	1	12-19-17
S-5	BUILDING DETAILS	1	12-19-17
S-6	BUILDING DETAILS	1	12-19-17
S-7	BUILDING 1 AREA A ROOF DECK EVALUATION	-	
S-8	BUILDING 1 AREA B ROOF DECK EVALUATION	-	
S-9	BUILDINGS 2, 3, 4 ROOF DECK EVALUATION	-	
<u>ARCHITECTURAL:</u>			
AS-101	SITE PLAN	-	
AS-102	FENCE AND GATE DETAILS	-	
FLS-101	FIRE LIFE SAFETY PLAN BUILDING 1	-	
FLS-102	FIRE LIFE SAFETY PLAN BUILDING 4	-	
A-101	BUILDING OVERALL PLAN	2	2-23-18

A-102	ROOF OVERALL PLAN	1	1-8-18
A-103	ROOF PHOTOS OF EXISTING CONDITION BUILDING 1	-	
A-104	ROOF PHOTOS OF EXISTING CONDITION BUILDINGS 1, 2, 3, 4, & 6	-	
AA-101	FLOOR PLAN- OVERALL BUILDING 1	-	
AA-102	DEMOLITION PARTIAL FLOOR PLAN MEDIA CENTER BUILDING 1	-	
AA-103	DEMOLITION CEILINGS IN CLASSROOMS AND MEDIA CENTER BUILDING 1	-	
AA-104	DEMOLITION FLOOR AND CEILING PLANS RESTROOMS 116,117, 137 & 138 BUILDING 1	-	
AA-105	DEMOLITION ROOF PLAN BUILDING 1 AREA A	2	2-23-18
AA-106	DEMOLITION ROOF PLAN BUILDING 1 AREA B	1	2-23-18
AA-107	PARTIAL FLOOR PLAN MEDIA CENTER BUILDING 1	-	
AA-108	REFLECTED CEILING PLANS IN CLASSROOMS AND MEDIA CENTER BUILDING 1	-	
AA-109	PARTIAL FLOOR & CEILING PLANS RESTROOMS 116, 117, 137 & 138 BUILDING 1	-	
AA-109.1	RESTROOM ELEVATIONS	-	
AA-109.2	RESTROOM ELEVATIONS	-	
AA-110	NEW ROOF PLAN BUILDING 1 AREA A	2	2-23-18
AA-111	NEW ROOF PLAN BUILDING 1 AREA B	2	2-23-18
AA-112	NEW ROOF PLAN BUILDING 1 AREA C	2	2-23-18
AA-301	BUILDING 1 SECTIONS	-	
AB-101	FLOOR PLANS BUILDINGS 3 & 4 (DEMO DOORS)	-	
AB-102	DEMOLITION ROOF PLAN BUILDINGS 2, 3, 4 & 6	2	2-23-18
AB-103	FLOOR PLANS BUILDINGS 3 & 4 (NEW DOORS)	-	
AB-104	NEW ROOF PLAN BUILDINGS 2, 3, 4 & 6	1	1-8-18
AB-301	BUILDING 4 SECTIONS	-	
A-501	ROOF DETAILS	1	1-8-18
A-502	ROOF DETAILS	1	1-8-18
A-503	ROOF DETAILS	1	1-8-18
A-504	ROOF DETAILS	1	1-8-18
A-505	ROOF DETAILS	1	1-8-18
A-506	BUILDING DETAILS	2	2-23-18
A-507	ROOF DETAILS	2	2-23-18
A-508	ROOF DETAILS	1	1-8-18
A-508.1	ROOF DETAILS	2	2-23-18
A-508.2	ROOF DETAILS	2	2-23-18
A-509	FIRE-STOP DETAILS	-	
A-510	ENLARGED INTERIOR ELEVATIONS	-	

PLUMBING:

P-001	PLUMBING INDEX, DETAILS, SCHEDULES, SYMBOL LEGEND AND NOTES	1	12-21-17
P-101	PLUMBING OVERALL FLOOR PLAN	-	
P-201	DEMO & NEW RESTROOM PARTIAL PLANS BUILDING 1 – PLUMBING	1	12-21-17
P-202	DEMO & NEW MEDIA TECHNICAL PARTIAL PLANS BUILDING 1 – PLUMBING	-	
P-301	ROOF PLAN BUILDING 1 – PLUMBING	1	12-21-17
P-401	ISOMETRICS	1	12-21-17

MECHANICAL:

M-001	MECHANICAL INDEX, SYMBOL, LEGEND AND NOTES	-	
M-101	BUILDING OVERALL PLAN- MECHANICAL	-	
M-201	DEMO & NEW RESTROOM PART PLANS BUILDING 1	-	
M-301	NEW ROOF PLAN BUILDING 1 AREA A- MECHANICAL	1	12-21-17
M-302	NEW ROOF PLAN BUILDING 1 AREA B- MECHANICAL	1	12-21-17
M-303	NEW ROOF PLAN BUILDING 4 – MECHANICAL	1	12-21-17
M-401	MECHANICAL DETAILS	1	12-21-17
M-501	THRU M-508 MECHANICAL RECORD DRAWING- PARTIAL BLDG. 1	-	
M-509	THRU M-510 MECHANICAL RECORD DRAWING- PARTIAL BLDG. 4	-	
M-511	MECHANICAL RECORD DRAWING- SCHEDULES	-	

ELECTRICAL:

E-001	ELECTRICAL INDEX, SYMBOL, LEGEND AND NOTES	-	
E-101	BUILDING OVERALL PLAN- ELECTRICAL	-	
E-201	DEMO & NEW RESTROOM PART PLANS BUILDING 1 – ELECTRICAL	1	12-21-17
E-301	NEW ROOF PLAN BUILDING 1 AREA A- ELECTRICAL	1	12-21-17
E-302	NEW ROOF PLAN BUILDING 1 AREA B- ELECTRICAL	1	12-21-17
E-303	NEW ROOF PLAN BUILDING 1 AREA C – ELECTRICAL	1	12-21-17

FIRE ALARM:

FA-001	ELECTRICAL INDEX, SYMBOL, LEGEND AND NOTES	2	2-21-18
FA-101	BUILDING OVERALL PLAN- ELECTRICAL	-	
FA-201	FLOOR PLAN BUILDING 1 AREA A- FIRE ALARM	2	2-21-18
FA-202	FLOOR PLAN BUILDING 1 AREA B- FIRE ALARM	2	2-21-18
FA-203	FLOOR PLAN BUILDING 1 AREA C- FIRE ALARM	2	2-21-18
FA-204	FLOOR PLAN BUILDING 2, 3, 4 & 6- FIRE ALARM	2	2-21-18
FA-301	FIRE ALARM RISER BUILDING 1	2	2-21-18
FA-302	FIRE ALARM RISER BUILDING 2, 3, 4, 7 & PORTABLES	2	2-21-18
FA-303	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 lump sum amount of:

Two Million, Nine Hundred Sixty-Seven Thousand, Six Hundred Seventeen Dollars
\$2,967,617.00

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:

180 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:

<u>Phase</u>	<u>Commencement Date:</u>	<u>Required Substantial Completion Date</u>
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 to 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:

	Each Milestone	Five Hundred Dollars \$500.00 per day
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4.04.03 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 a final payment of all sums due to 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 percent (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 ensure 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 job site, 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:

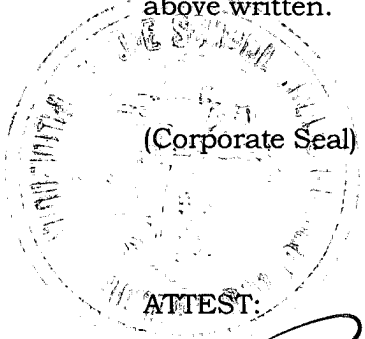
Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Jamie Margulies
	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	CB Constructors, Inc.	2251 Blount Road Pompano Beach FL 33069
Surety:	Travelers Casualty and Surety Company of America	One Tower Square Hartford, CT 06183
Surety's Agent:	American Global, LLC	2121 SW 3 rd Ave. Miami, FL 33129
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, CB Constructors, Inc., 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

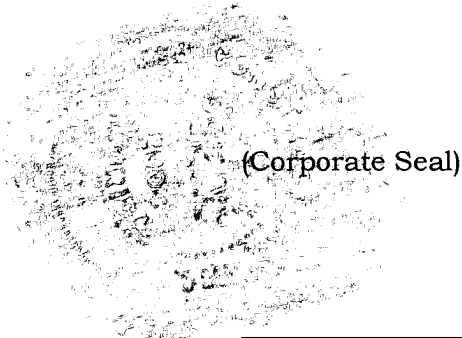
THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

Nora Rupert, Chair

Approved as to form and legal content

Office of the General Counsel

CONTRACTOR



CB Constructors, Inc.

By [Signature]
Michael C. Taylor, President

_____, Secretary
Or - [Signature]
Witness - Kristina Interlandi

[Signature]
Witness - Amanda LaFevers

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16th day of May,
2018 by Michael C. Taylor of Pompano Beach, FL,
and, N/A of N/A,
on behalf of the Contractor.

Michael C. Taylor, and, N/A 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)




Heather Winkler
Commission # GG 192671
Expires: March 6, 2022
Bonded thru Aaron Notary

Heather Winkler
Printed Name of Notary
GG192671
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: Travelers Casualty and Surety Company
of America



By: William Griffin

Its: Attorney-in-Fact

Date: May 11, 2018

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 11th day of May, 2018
by William Griffin of American Global, LLC, on
behalf of the Surety.

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

My commission expires:



(SEAL)



Signature – Notary Public

Torre Taylor

Printed Name of Notary

FF213292

Notary's Commission No.

END OF DOCUMENT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231011

Certificate No. 007065163

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael Marino, and William Griffin

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of December, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 7th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

EXHIBIT 5

COLLABORATION

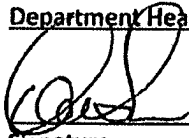
SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-1./ Construction Bid Recommendation of \$500,000 or Greater
ITB 18-197C
Castle Hill Elementary School, Lauderhill
CB Constructors, Inc.
SMART Program Renovations
Project No. P.001661

School Board Meeting: 05/22/2018

The financial impact of this item is \$2,967,617

- () 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 \$1,567,030 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
		<u>5/10/2018</u> 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.