



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-11-07 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

ITEM No.:

JJ-1.

**TITLE:**  
 Construction Bid Recommendation of \$500,000 or Greater - ITB 18-174C - Miramar Elementary School - Miramar - DiPompeo Construction Corporation - SMART Program Renovations - Project No. P.001727

**REQUESTED ACTION:**  
 Approve the recommendation to award the Construction Agreement to DiPompeo Construction Corporation for the lump sum of \$4,877,000 and approve additional funding in the amount of \$2,286,935.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 Scope of Work: See Executive Summary (Exhibit 1).  
 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:**  
 The financial impact of approving this Construction Bid Recommendation is \$4,877,000. This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). There is an additional impact to the project budget. These funds in the amount of \$2,286,935 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, Executive Director	Phone: 754-321-1525
Name: Daniel Jardine, CBRE I Heery Director	Phone: 754-321-4850

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 Senior Leader & Title  
 Leo Bobadilla - Chief Facilities Officer

Approved In Open Board Meeting On: **NOV 07 2018**  
 By: *Mona Rupert*  
 School Board Chair

Signature  
 Frank L. Girardi  
 10/25/2018, 2:25:43 PM

**EXECUTIVE SUMMARY**

**Construction Bid Recommendation of \$500,000 or Greater  
ITB 18-174C  
Miramar Elementary School, Miramar  
DiPompeo Construction Corporation  
SMART Program Renovations  
Project No. P.001727**

**PROJECT OVERVIEW:**

<b>Delivery Method:</b>	<b>Design/Bid/Build</b>
<b>Contractor:</b>	<b>DiPompeo Construction Corporation</b>
<b>Notice to Proceed Date:</b>	<b>Pending Board Approval</b>
<b>Budget:</b>	<b>See below</b>

**GENERAL OVERVIEW:**

This item is requesting authorization to award a Lump Sum Contract for construction of the Miramar Elementary School SMART Program Renovations to DiPompeo Construction Corporation, in the amount of \$4,877,000. The scope of work for this project includes, but not limited to, HVAC improvements and building envelope improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on August 16, 2018 from a total of three (3) bidders. Procurement and Warehousing Services has recommended the award of the project to DiPompeo Construction Corporation as the responsive, responsible bidder that met the specifications, terms and conditions of the bid. Bids from G.E.C. Associates, Inc. and LEGO Construction, Co. were determined to be non-responsive and were recommended to be rejected (see Exhibit 2 for details)

The proposal from DiPompeo Construction Corporation exceeds the available funds and requires additional funding to proceed with the SMART Program Renovations. CBRE | Heery recommends that the Board approve additional funding in the amount of \$2,286,935.

The scope of work at Miramar Elementary School includes HVAC improvements and building envelope improvements. The original funding for these two scopes reflected that roughly 77% of the construction budget was associated with the HVAC improvements and the remaining 23% was associated with the building envelope improvements. Based on the bid results and the Atkins estimate, the scope of work for the HVAC improvements, including the replacement of the existing chilled water piping, is the primary factor resulting in the need for the additional funding.

The overall project budget for the SMART Program Renovations at Miramar Elementary School is \$3,798,000. Of this amount, the pre-bid construction budget is \$2,797,968 and the pre-bid construction contingency is \$279,797 (10% of construction budget). The balance of the budget is for costs such as design fees, program management fees, and other soft costs.

The Base Bid proposal that was received from DiPompeo Construction Corporation was for \$4,877,000. This proposal is \$2,079,032 over the pre-bid construction budget [\$4,877,000 (proposal amount) - \$2,797,968 (pre-bid construction budget)]. In addition, in order to maintain a 10% construction contingency for the project, the contingency needs to be increased by \$207,903 [\$487,700 (10% value of proposal) - \$279,797 (pre-bid construction contingency)].

The total requested increase to the overall project budget for the SMART Program Renovations is therefore \$2,286,935 (\$2,079,032 + \$207,903). This will result in a revised overall project budget of \$6,084,935 for the SMART Program Renovations.

DiPompeo Construction Corporation is not a Small/Minority/Women Business Enterprise (S/M/WBE) certified company. DiPompeo Construction Corporation has committed to S/M/WBE participation of 22% 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](#).



**Procurement & Warehousing Services**  
Broward County Public Schools

**RECOMMENDATION TABULATION**

ITB #:	<u>18-174C</u>	Tentative Board Meeting Date*:	<u>November 7, 2018</u>	
Hard Bid Title:	<u>MIRAMAR ELEMENTARY SCHOOL</u>	# Notified:	<u>1836</u>	# Downloaded: <u>38</u>
	<u>RENOVATIONS SMART BOND PROGRAM</u>	# of Responses Rec'd:	<u>3</u>	# of "No Bids": <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	Select One Opening Date:	<u>August 16, 2018</u>	
	(School/Department)			
Fund:	<u>SMART</u>	Advertised Date:	<u>July 4, 2018</u>	

**POSTING OF ITB RECOMMENDATION/TABULATION:** ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on AUGUST 22, 2018 @ 02:00 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 18-174C MIRAMAR ELEMENTARY SCHOOL RENOVATIONS ON JULY 4, 2018. THREE (3) PROPOSALS WERE RECEIVED:

- G.E.C. ASSOCIATES, INC.
- LEGO CONSTRUCTION, CO.
- DIPOMPEO CONSTRUCTION CORPORATION

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:

DIPOMPEO CONSTRUCTION CORPORATION

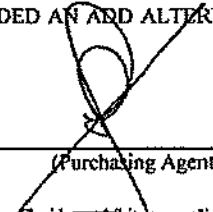
IN THE BEST INTEREST FOR THE SCHOOL DISTRICT, IT IS RECOMMENDED THAT THE LISTED LOWER BIDDER BE RECOMMENDED FOR AWARD IN THE AMOUNT OF ITS LUMP-SUM BID.

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

IN ACCORDANCE WITH RULE II.C.1 OF SCHOOL BOARD POLICY 3320 AND DOCUMENT 00200 INSTRUCTIONS TO BIDDERS SECTION 5.03. REJECTION OF BIDS AND IRREGULAR PROPOSALS, THE OWNER SHALL HAVE THE RIGHT TO REJECT ANY OR ALL BIDS, REJECT A BID NOT ACCOMPANIED BY A REQUIRED BID SECURITY, GOOD FAITH DEPOSIT, OR BY OTHER DATA REQUIRED BY THE BIDDING DOCUMENTS, OR REJECT A BID WHICH IS IN ANY WAY INCOMPLETE, IRREGULAR OR OTHERWISE NON-RESPONSIVE. THE BID OF G.E.C. ASSOCIATES, INC. IS NON-RESPONSIVE AND IS RECOMMENDED FOR REJECTION AS THE BIDDER FAILED TO INCLUDE THE REQUESTED ALTERNATE AMOUNT IN THE BID DOCUMENTS. IN ADDITION, THE BID OF G.E.C. ASSOCIATES, INC. HAS NOT BEEN SIGNED AND FULLY EXECUTED PROPERLY.

FURTHERMORE, THE BID OF LEGO CONSTRUCTION CO., IS NON-RESPONSIVE AND IS RECOMMENDED FOR REJECTION AS THE BIDDER ERRONEOUSLY PROVIDED AN ADD ALTERNATE AMOUNT WHEN A DEDUCT ALTERNATE WAS REQUESTED IN THE BID DOCUMENTS.

By:

  
\_\_\_\_\_  
(Purchasing Agent)

Date:

August 22, 2018

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.

**Miramar Elementary School**

**Adopted District Educational Facilities Plan**

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
There are no DEFP projects for this location.							

**SMART Program**

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
Renovation	100,000					100,000	School Choice Enhancement
Renovation	2,943,000*					2,943,000	HVAC Improvements
Renovation	855,000*					855,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
<b>SMART Sub-Total</b>	<b>3,898,000</b>					<b>3,898,000</b>	

**Completed**

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
SMART			50,000			50,000	Music Equipment Replacement
SMART		84,000				84,000	Wireless Network Upgrade
SMART		17,000				17,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART		210,000				210,000	Additional computers to close computer gap
SMART		12,000				12,000	CAT 6 Data port Upgrade
<b>Complete Sub-Total</b>		<b>323,000</b>	<b>50,000</b>			<b>373,000</b>	

<b>School Total</b>	<b>3,898,000</b>	<b>323,000</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>4,271,000</b>	
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\*Project Scope Included:  
 Year 1 total scope \$3,798,000  
 Total value of scope \$3,798,000

NOTE: Funding provided for all schools to achieve the district standard for Single Point of Entry.



The School Board of Broward County, Florida  
 Procurement & Warehousing Services Department  
 7720 W. Oakland Park Blvd., Suite 323  
 Sunrise, Florida 33351 (754) 321-0505

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this 7<sup>th</sup> day of November, 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:

Bid No.:	18-174C
Project No.:	P.001727
Location No.:	0531
Project Title:	Renovations
Facility Name:	Miramar Elementary School

Work of this Contract comprises the general construction of, but not limited to, renovations, including, but not limited to:

Replacement of select windows and doors as well as what was defined as complete roof renovation for buildings one through seven. Selective HVAC improvements to buildings 1 through 5 and 7 to improve the indoor air quality for students, faculty, and staff. The main HVAC system, which services six of the seven buildings need of repair and replacement.

Constructed pursuant to drawings, specifications and other design documents prepared by The Tamara Peacock Company (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 Date	Revision Number
G0.01	COVER	12/6/17	0
G0.02	SHEET INDEX AND GENERAL NOTES	12/6/17	0
G0.03	ABBREVIATION, SYMBOLS, AND LEGENDS	12/6/17	0
<b>ARCHITECTURAL</b>			
A0.01	SITE PLAN	12/6/17	0
A0.01A	SITE PHASING PLAN	12/6/17	0
A0.02	OVERALL DEMO SITE PLAN	12/6/17	0
A0.02A	OVERHEAD WALKWAYS SCOPE	12/6/17	0
A1.01	EXISTING OVERALL FLOOR PLAN 1	12/6/17	0
A1.02	EXISTING OVERALL FLOOR PLAN 2	12/6/17	0
AD1.05	BLDG. 1 – SE LEVEL 1 DEMO PLAN	12/6/17	0
AD1.06	BLDG. 1 – SW LEVEL 1 DEMO PLAN	12/6/17	0
AD1.07	BLDG 3 – DEMO PLAN	12/6/17	0
AD1.09	BLDG 5 – DEMO PLAN	12/6/17	0
AD1.10	BLDG 6 & 80 DEMO PLAN	12/6/17	0
AD1.13	BLDG 1 – NW LEVEL 2 DEMO PLAN	12/6/17	0
AD1.14	BLDG 1 – SE LEVEL 2 DEMO PLAN	12/6/17	0
AD1.15	BLDG 1 – SW LEVEL 2 DEMO PLAN	12/6/17	0
A1.03	BLDG 1 - NE LEVEL 1 FLOOR PLAN	12/6/17	0
A1.04	BLDG 1 – NW LEVEL 1 FLOOR PLAN	12/6/17	0
A1.05	BLDG 1 – SE LEVEL 1 FLOOR PLAN	12/6/17	0
A1.06	BLDG 1 – SW LEVEL 1 FLOOR PLAN	12/6/17	0
A1.07	BLDG 3 FLOOR PLAN	12/6/17	0
A1.08	BLDG 5 FLOOR PLAN	12/6/17	0

A1.09	BLDG 6 AND 80 FLOOR PLAN	04/26/18	0
A1.10	BLDG 1 - NE LEVEL 2 FLOOR PLAN	12/6/17	0
A1.11	BLDG 1 - NW LEVEL 2 FLOOR PLAN	12/6/17	0
A1.12	BLDG 1 - SE LEVEL 2 FLOOR PLAN	12/6/17	0
A1.13	BLDG 1 - SW LEVEL 2 FLOOR PLAN	12/6/17	0
A3.01	BLDG 1 NE - REFLECTED CEILING PLAN LEVEL 1	12/6/17	0
A3.02	BLDG 1 NW - REFLECTED CEILING PLAN LEVEL 1	12/6/17	0
A3.03	BLDG 1 SE - REFLECTED CEILING PLAN LEVEL 1	12/6/17	0
A3.04	BLDG 1 SW - REFLECTED CEILING PLAN LEVEL 1	12/6/17	0
A3.05	BLDG 3 - REFLECTED CEILING PLAN	12/6/17	0
A3.06	BLDG 5 - REFLECTED CEILING PLAN	12/6/17	0
A3.07	BLDG 8 - REFLECTED CEILING PLAN	12/6/17	0
A3.08	BLDG 1 NE - REFLECTED CEILING PLAN LEVEL 2	12/6/17	0
A3.09	BLDG 1 NW - REFLECTED CEILING PLAN LEVEL 2	12/6/17	0
A3.10	BLDG 1 SE - REFLECTED CEILING PLAN LEVEL 2	12/6/17	0
A3.11	BLDG 1 SW - REFLECTED CEILING PLAN LEVEL 2	12/6/17	0
A4.00	ROOFING GENERAL NOTES/PHOTOS	04/26/18	1
A4.01	OVERALL ROOF PLAN	04/26/18	1
A4.02	BUILDING 1N AND 4 EXISTING ROOF PLAN	04/26/18	1
A4.03	BUILDING 1N AND 4 DEMO ROOF PLAN	04/26/18	1
A4.04	BUILDING 1N AND 4 NEW WORK ROOF PLAN	05/29/18	2
A4.05	BUILDING 1S EXISTING/DEMO ROOF PLAN	04/26/18	1
A4.06	BUILDING 1S NEW WORK ROOF PLAN	05/29/18	2
A4.07	BUILDING 3 EXISTING/DEMO ROOF PLAN	04/26/18	1
A4.09	BUILDING 3 NEW WORK ROOF PLAN	05/29/18	2
A4.10	BUILDING 5 EXISTING/DEMO ROOF PLAN	04/26/18	1
A4.11	BUILDING 5 NEW WORK ROOF PLAN	05/29/18	2
A4.08	BLDG 6&7 EXIST/DEMO/NEW WORK ROOF PLAN	05/29/18	2
A4.13	NEW WORK ROOF CALC/CHECKLIST	05/29/18	2
A4.14	ROOF DETAILS	05/29/18	2
A4.15	ROOF DETAILS	06/13/18	3
A4.16	ROOF DETAILS	05/29/18	2
A4.17	ROOF COPING DETAILS	05/29/18	2
A4.18	STRUCTURAL ROOF REPAIR DETAILS	05/29/18	2
A5.01	WINDOW SCHEDULE	04/26/18	1
A5.02	DOOR SCHEDULE	04/26/18	1
A5.03	DETAILS	04/26/18	1
A5.04	DETAILS	04/26/18	1
A6.00	BUILDING SECTIONS	12/6/17	0
A6.01	BUILDING ELEVATIONS	12/6/17	0
A6.02	BLDG 80 ELEVATIONS	12/6/17	0
A6.03	INTERIOR ELEVATIONS BLDG 1 - LEVEL 1	12/6/17	0
A6.04	INTERIOR ELEVATIONS BLDG 1 - LEVEL 2	12/6/17	0
A6.05	INTERIOR ELEVATIONS BLDG 3	12/6/17	0
A6.06	INTERIOR ELEVATIONS BLDG 5 & 6	12/6/17	0

**FIRE ALARM SYSTEMS**

FS2.01	OVERALL LIFE SAFETY PLAN LEVEL 1	12/6/17	0
FS2.02	OVERALL LIFE SAFETY PLAN LEVEL 2	12/6/17	0
FS2.03	LIFE SAFETY PLAN BLDG 80	12/6/17	0

**MECHANICAL**

MO.1	MECHANICAL NOTES	12/6/17	0
MO.2	MECHANICAL SYMBOLS	12/6/17	0
MO.3	MECHANICAL ABBREVIATIONS	12/6/17	0
MO.4	MECHANICAL DETAILS	12/6/17	0
MO.5	MECHANICAL DETAILS	04/24/18	2
MD-1	MECHANICAL CHS & CHR PIPING REMOVAL	12/6/17	0
M-1	NEW MECHANICAL PIPING PLAN	12/6/17	0
M-2	NEW MECHANICAL PIPING PLAN	12/6/17	0
M-3	NEW MECHANICAL PLAN BLDG 1 SW	12/6/17	0
M-4	NEW MECHANICAL PLAN BLDG 1 NW	12/6/17	0
M-5	NEW MECHANICAL PLAN BLDG 1 NE	12/6/17	0
M-6	NEW MECHANICAL PLAN BLDG 1 SE	12/6/17	0
M-7	NEW MECHANICAL PLANS BLDG 3	12/6/17	0
M-8	NEW MECHANICAL PLANS BLDG 2	12/6/17	0
M-9	NEW MECHANICAL PLANS BLDG 2 SW	12/6/17	0
M-10	NEW MECHANICAL PLANS BLDG 2 NW	12/6/17	0
M-11	NEW MECHANICAL PLANS BLDG 2 NE	12/6/17	0
M-12	NEW MECHANICAL PLANS BLDG 2 SE	12/6/17	0
M-13	NEW MECHANICAL ROOF PLAN	04/24/18	2
M-14	NEW MECHANICAL PLAN BLDG 80	12/6/17	0
M-15	NEW MECHANICAL PLAN BLDG 6	04/24/18	1
M-15.1	NEW MECHANICAL PLAN BLDG 6	12/6/17	0
M-16	MECHANICAL ROOM DETAILS	12/6/17	0
M-17	MECHANICAL ROOM DETAILS	12/6/17	0
M-18	MECHANICAL ROOM DETAILS	12/6/17	0
M-19	MECHANICAL DDC CONTROLS	12/6/17	0
M-20	MECHANICAL DDC CONTROLS	12/6/17	0
M-21	MECHANICAL DDC CONTROLS	12/6/17	0
M-22	MECHANICAL DDC CONTROLS	12/6/17	0
M-23	MECHANICAL DDC CONTROLS	12/6/17	0
MQ-1	MECHANICAL SCHEDULES	12/6/17	0
MQ-2	MECHANICAL SCHEDULES	12/6/17	0
MQ-3	MECHANICAL SCHEDULES	04/24/18	1

**ELECTRICAL**

E-0.1	ELECTRICAL NOTES	12/6/17	0
E-0.2	ELECTRICAL NOTES	01/24/18	1
E-01	ELECTRICAL PANEL SCHEDULES	01/24/18	1
E-02	ELECTRICAL PANEL SCHEDULES	12/6/17	0
E-03	ELECTRICAL PANEL SCHEDULES	01/24/18	1
E-04	ELECTRICAL PANEL SCHEDULES	12/6/17	0
E-04.1	ELECTRICAL PANEL SCHEDULES	12/6/17	0
E-05	SITE PLAN RM NOS	12/6/17	0
E-05.1	ELECTRICAL RM PLANS	12/6/17	0
E-06	ELECTRICAL FLOOR PLANS	12/6/17	0
E-07	ELECTRICAL FLOOR PLANS	12/6/17	0
E-08	ELECTRICAL FLOOR PLANS	12/6/17	0
E-09	ELECTRICAL FLOOR PLANS	12/6/17	0
E-10	ELECTRICAL FLOOR PLANS	12/6/17	0
E-11	ELECTRICAL FLOOR PLANS	12/6/17	0



E-12	ELECTRICAL FLOOR PLANS	12/6/17	0
E-13	ELECTRICAL FLOOR PLANS	12/6/17	0
E-14	ELECTRICAL FLOOR PLANS	12/6/17	0
E-15	ELECTRICAL FLOOR PLANS	12/6/17	0
E-16	ELECTRICAL FLOOR PLANS	12/6/17	0
E-17	ELECTRICAL FLOOR PLANS	12/6/17	0
E-18	ELECTRICAL FLOOR PLANS	12/6/17	0

**PLUMBING**

P-1	GENERAL NOTES	04/26/18	1
P-2	ROOF OVERFLOW PIPING	03/13/18	3

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:

Dollars \$4,877,000.00

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.



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

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:

<b>Party:</b>		<b>Address:</b>
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: Ron Barton

	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:	DIPOMPEO CONSTRUCTION CORPORATION	2301 N.W. 33 <sup>rd</sup> Court, Unit #102 Pompano Beach, FL 33069
Surety	Fidelity and Deposit Company of Maryland	1299 Zurich Way Schaumburg, IL 60196-1056
Project Consultant:	The Tamara Peacock Company.	6500 NORTH ANDREWS AVE. FORT LAUDERDALE, FL 33309

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.

9.02 **e-Builder.** The Contractor shall be required to use Owner's Project Management software, e-Builder. One (1) license will be provided to the Contractor at no cost.

**In witness thereof**, the said Contractor, DIPOMPEO 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.

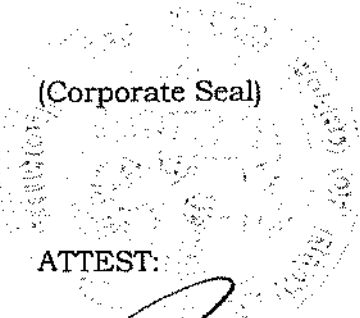

**OWNER**

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

  
\_\_\_\_\_  
Nora Rupert, Chair

(Corporate Seal)

ATTEST:

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

Approved as to form and legal content

  
\_\_\_\_\_  
Office of the General Counsel





(Corporate Seal)

**DIPOMPEO CONSTRUCTION CORPORATION**

John DiPompeo Jr.  
Secretary

Or -

By [Signature]  
John DiPompeo Jr., President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**CONTRACTOR NOTARIZATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4th day of September,  
2018 by John Di Pompeo Jr. of Di Pompeo Construction Corp.,  
and, \_\_\_\_\_ of \_\_\_\_\_,  
on behalf of the Contractor.

\_\_\_\_\_, and, John Di Pompeo Jr. are personally  
known to me or produced \_\_\_\_\_ as identification and  
did/did not first take an oath.

My commission expires:  
5-25-2020

[Signature]  
Signature - Notary Public

(SEAL)



Diane Salafia  
Printed Name of Notary  
FF 993017  
Notary's Commission No.

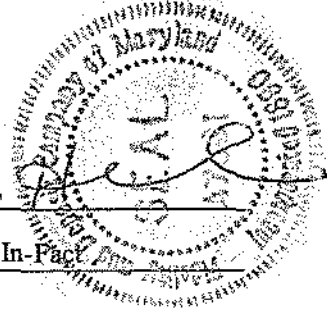
**SURETY ACKNOWLEDGMENT**

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:**

Amanda Braucelle  
[Signature]

By: [Signature]  
Its: Michael A. Holmes, Attorney-In-Fact



Date: September 4, 2018

STATE OF Florida

COUNTY OF Broward

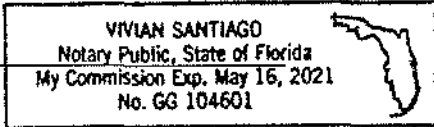
The foregoing instrument was acknowledged before me this 4th day of September, 2018  
by Michael A. Holmes of Fidelity and Deposit Company of Maryland, on  
behalf of the Surety.

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

My commission expires: 5/16/2021

(SEAL)  
[Signature]  
Signature - Notary Public

Printed Name of Notary



Notary's Commission No.

**END OF DOCUMENT**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gerald J. ARCH, James F. MURPHY, Michael A. HOLMES, Layne A. HOLMES and Michael E. GORHAM, all of Ft. Lauderdale, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.



IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of September, A.D. 2018.


**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:   
*Secretary  
Michael McKibben*

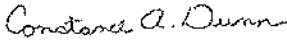
   
*Vice President  
Michael Bond*



State of Maryland  
County of Baltimore

On this 4th day of September, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4<sup>th</sup> day of September, 2018.



*David D. McVicker*

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JI-1 / Construction Bid Recommendation of \$500,000 or Greater  
ITB 18-174C  
Miramar Elementary School, Miramar  
DIPompeo Construction Corporation  
SMART Program Renovations  
Project No. P.001727

School Board Meeting: 11/07/2018

The financial impact of this item is \$4,877,000

- ( ) This project has not been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). 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 5, 2018). There is no impact to the project budget.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). 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.
- (X) This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). There is an additional impact to the project budget. These funds in the amount of \$2,286,935 will come from the Capital Projects Reserve.
- ( ) Comments:

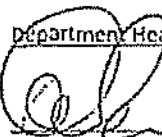
Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

  
Signature

9/18/2018  
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.