



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-12-04 12:35 - 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-2.

TITLE:
Construction Bid Recommendation of \$500,000 or Greater - ITB 19-079C - Silver Shores Elementary School - Miramar - LEGO Construction Co. - SMART Program Renovations - Project No. P.001906

REQUESTED ACTION:
Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of \$1,798,491 and approve additional funding in the amount of \$1,231,560.

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 \$1,798,491. 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 \$1,231,560 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, Task Asgd.Exe.Dir.Cap.Prog.	Phone: 754-321-1525
Name: Daniel Jardine, CBRE 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: DEC 04 2018
By: Heather P. Brinkman
School Board Chair

Signature
Frank L. Girardi
11/26/2018, 10:31:38 AM

EXECUTIVE SUMMARY

**Construction Bid Recommendation of \$500,000 or Greater
ITB 19-079C
Silver Shores Elementary School, Miramar
LEGO Construction Co.
SMART Program Renovations
Project No. P.001906**

PROJECT OVERVIEW:

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

GENERAL OVERVIEW:

This item is requesting authorization to award a Lump Sum Contract for construction of the Silver Shores Elementary School SMART Program Renovations to LEGO Construction Co., in the amount of \$1,798,491. 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 October 10, 2018 from a total of four (4) bidders. Procurement and Warehousing Services has recommended the award of the project to LEGO Construction Co. as the responsive, responsible bidder that met the specifications, terms and conditions of the bid (see Exhibit 2 for details).

The proposal from LEGO Construction Co. 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 \$1,231,560.

The scope of work at Silver Shores Elementary School includes HVAC improvements and building envelope improvements. The original funding for these two scopes reflected that roughly 90% of the construction budget was associated with building envelope improvements and the remaining 10% was associated with HVAC improvements. Based on the Atkins estimate, the cost of the original scope of work associated with the building envelope improvements has increased. This is mainly attributed to an increase in the roofing and lightning protection cost per square foot (SF) for Building 1. For roofing, the MAPPS cost per SF was \$6.25, but in the Atkins estimate it was \$12.00. Though the MAPPS SF decreased from 84,816 SF to 69,389 SF, the original Facilities Conditions Assessment did not include lightning protection. The increase in roofing and lightning protection costs per square foot are the primary factors resulting in the need for the additional funding.

The overall project budget for the SMART Program Renovations at Silver Shores Elementary School is \$1,034,000. Of this amount, the pre-bid construction budget is \$678,891 and the pre-bid construction contingency is \$67,889 (10% of construction budget). The balance of the budget is for costs such as design fees, program management fees, and other soft costs.

The proposal that was received from LEGO Construction Co. was for \$1,798,491. This proposal is \$1,119,600 over the pre-bid construction budget [\$1,798,491 (proposal amount) - \$678,891 (pre-bid construction budget)]. In addition, in order to maintain a 10% construction contingency for the project, the contingency needs to be increased by \$111,960 [\$179,849 (10% value of proposal) - \$67,889 (pre-bid construction contingency)].

The total requested increase to the overall project budget for the SMART Program Renovations is therefore \$1,231,560 (\$1,119,600 + \$111,960). This will result in a revised overall project budget of \$2,265,560 for the SMART Program Renovations.

LEGO Construction Co. is a certified Small/Minority/Women Business Enterprise (S/M/WBE). LEGO Construction Co. has also committed to Minority/Women Business Enterprise (M/WBE) participation of 14.3% for this project through the use of a certified M/WBE subcontractor.

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

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



Procurement & Warehousing Services
Broward County Public Schools

EXHIBIT 2
RECOMMENDATION TABULATION

ITB #:	<u>19-079C</u>	Tentative Board Meeting Date*:	<u>December 4, 2018</u>	
ITB Title:	<u>SILVER SHORES ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS</u>	# Notified:	<u>1608</u>	# Downloaded: <u>41</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>October 10, 2018</u>	
	(School/Department)			
Fund:	<u>SMART</u>	Advertised Date:	<u>September 5, 2018</u>	

POSTING OF Select One RECOMMENDATION/TABULATION: Select One Recommendation and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on October 10, 2018 @ 5:00 PM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of the 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 19-079C SILVER SHORES ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON SEPTEMBER 5, 2018. FOUR (4) PROPOSALS WERE RECEIVED:

- ADVANCED ROOFING, INC.
- LEGO CONSTRUCTION CO.
- ANATOM CONSTRUCTION COMPANY
- 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:

LEGO CONSTRUCTION CO.

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: *Luis E. Perez* Date: 10/10/18
(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.

Silver Shores 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			144,000*			144,000	HVAC Improvements
Renovation	100,000					100,000	School Choice Enhancement
Renovation		890,000*				890,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART Sub-Total	100,000	890,000	144,000			1,134,000	

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			74,000			74,000	Wireless Network Upgrade
SMART			30,000			30,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART			83,000			83,000	Additional computers to close computer gap
SMART			8,000			8,000	CAT 6 Data port Upgrade
Complete Sub-Total			245,000			245,000	

School Total	100,000	890,000	389,000	0	0	1,379,000	
---------------------	---------	---------	---------	---	---	-----------	--

*Project Scope Included:
 Year 2 total scope \$890,000
 Year 3 total scope \$144,000
 Total value of scope \$1,034,000

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

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 4 day of Dec., 2018 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

LEGO CONSTRUCTION CO.

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

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

Bid No.:	19-079C
Project No.:	P.001906
Location No.:	3581
Project Title:	SMART Program Renovations
Facility Name:	Silver Shores Elementary School

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

- Complete Re-roof of Building 1.
- Replace the existing lighting protection system on Building 1.
- Test and Balance HVAC system in Building 1.
- Replace rood mounted air handling units.
- Replace various HVAC equipment.

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

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

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

ARTICLE 1. ENTIRE AGREEMENT

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement

between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

- 2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:
- 2.02 The Drawings:

Drawing Number	Drawing Title	Revision No.	Revision Date
GENERAL			
G0.01	COVER SHEET		
G0.02	GENERAL INFO., SHEET INDEX & CODE INFO	1	6-15-18
G0.03	PRODUCT APPROVAL	1	6-15-18
ARCHITECTURAL			
A0.01	ARCHITECTURAL SITE PLAN		
A1.01	OVERALL DEMOLITION ROOF PLAN		
A1.02	DEMOLITION ROOF PLAN AREA 'A'	1	6-15-18
A1.03	DEMOLITION ROOF PLAN AREA 'B'	1	6-15-18
A1.04	EXISTING ROOF PHOTOS		
A1.05	EXISTING ROOF PHOTOS		
A1.11	OVERALL ROOF PLAN		
A1.12	ROOF PLAN AREA 'A'	1	6-15-18
A1.13	ROOF PLAN AREA 'B'	1	6-15-18
A3.01	ROOF DETAILS	1	6-15-18
A3.02	ROOF DETAILS	1	6-15-18
STRUCTURAL			
S1.01	WIND DESIGN DATA & LOAD SCHEDULE		
S1.02	TYPICAL DETAILS		
MECHANICAL			
M0.00	ABBREVIATIONS, LEGEND AND NOTES		
M0.01	ABBREVIATIONS, LEGEND AND NOTES	1	3-30-18
MD2.01	OVERALL MECHANICAL 1ST FLOOR DEMOLITION PLAN	1	3-30-18
MD2.01A	PARTIAL MECHANICAL 1ST FLOOR DEMOLITION PLAN A	1	3-30-18
MD2.01B	PARTIAL MECHANICAL 1ST FLOOR DEMOLITION PLAN B	1	3-30-18
MD2.01C	PARTIAL MECHANICAL 1ST FLOOR DEMOLITION PLAN C	1	3-30-18
MD2.01D	PARTIAL MECHANICAL 1ST FLOOR DEMOLITION PLAN D	1	3-30-18
MD2.02	PARTIAL MECHANICAL 1ST FLOOR DEMOLITION PLAN D	1	3-30-18

MD2.02A	OVERALL MECHANICAL 2ND FLOOR DEMOLITION PLAN	1	3-30-18
MD2.02B	PARTIAL MECHANICAL 2ND FLOOR DEMOLITION PLAN A	1	3-30-18
MD2.02C	PARTIAL MECHANICAL 2ND FLOOR DEMOLITION PLAN B	1	3-30-18
MD2.02D	PARTIAL MECHANICAL 2ND FLOOR DEMOLITION PLAN C	1	3-30-18
M2.01	PARTIAL MECHANICAL 2ND FLOOR DEMOLITION PLAN D	1	3-30-18
M2.01A	OVERALL 1ST FLOOR MECHANICAL PLAN	1	3-30-18
M2.01B	PARTIAL MECHANICAL 1 st FLOOR PLAN A	1	3-30-18
M2.01C	PARTIAL MECHANICAL 1 st FLOOR PLAN B	1	3-30-18
M2.01D	PARTIAL MECHANICAL 1 st FLOOR PLAN C	1	3-30-18
M2.02	PARTIAL MECHANICAL 1 st FLOOR PLAN D	1	3-30-18
M2.02A	OVERALL MECHANICAL 2 nd FLOOR PLAN	1	3-30-18
M2.02B	PARTIAL MECHANICAL 2 nd FLOOR PLAN A	1	3-30-18
M2.02C	PARTIAL MECHANICAL 2 nd FLOOR PLAN B	1	3-30-18
M2.02D	PARTIAL MECHANICAL 2 nd FLOOR PLAN C	1	3-30-18
MD4.01	PARTIAL MECHANICAL 2 nd FLOOR PLAN D	1	3-30-18
MD4.01A	OVERALL MECHANICAL ROOF DEMOLITION PLAN	1	3-30-18
MD4.01B	PARTIAL MECHANICAL ROOF DEMOLITION PLAN A	1	3-30-18
MD4.01C	PARTIAL MECHANICAL ROOF DEMOLITION PLAN B	1	3-30-18
MD4.01D	PARTIAL MECHANICAL ROOF DEMOLITION PLAN C	1	3-30-18
M4.01	PARTIAL MECHANICAL ROOF DEMOLITION PLAN D	1	3-30-18
M4.01A	OVERALL MECHANICAL ROOF PLAN	1	3-30-18
M4.01B	PARTIAL MECHANICAL ROOF PLAN A	1	3-30-18
M4.01C	PARTIAL MECHANICAL ROOF PLAN B	1	3-30-18
M4.01D	PARTIAL MECHANICAL ROOF PLAN C	1	3-30-18
M5.01	PARTIAL MECHANICAL ROOF PLAN D	1	3-30-18
M6.00	ENLARGED PLANS & SECTIONS	1	3-30-18
M7.00	MECHANICAL DETAILS	1	3-30-18
M7.01	CONTROL DIAGRAMS	1	3-30-18
M7.02	CONTROL DIAGRAMS	1	3-30-18
M8.00	DIAGRAMS		
M8.01	MECHANICAL SCHEDULES	1	3-30-18
M8.02	MECHANICAL SCHEDULES	1	3-30-18
M8.03	MECHANICAL SCHEDULES	1	3-30-18
M8.04	MECHANICAL SCHEDULES	1	3-30-18
M8.05	MECHANICAL SCHEDULES	1	3-30-18
M8.06	MECHANICAL SCHEDULES	1	3-30-18
M8.07	MECHANICAL SCHEDULES	1	3-30-18
M8.08	MECHANICAL SCHEDULES	1	3-30-18
M8.09	MECHANICAL SCHEDULES	1	3-30-18
M8.10	MECHANICAL SCHEDULES	1	3-30-18
	ELECTRICAL		
E0.00	ABBREVIATIONS, LEGEND AND NOTES	1	3-30-18
ED2.01	OVERALL ELECTRICAL 1ST FLOOR DEMOLITION PLAN	1	3-30-18
ED2.01A	PARTIAL ELECTRICAL FLOOR DEMOLITION PLAN A	1	3-30-18
ED2.01B	PARTIAL ELECTRICAL FLOOR DEMOLITION PLAN B	1	3-30-18
ED2.01C	PARTIAL ELECTRICAL FLOOR DEMOLITION PLAN C	1	3-30-18
ED2.01D	PARTIAL ELECTRICAL FLOOR DEMOLITION PLAN D	1	3-30-18
ED2.02	OVERALL ELECTRICAL 2ND FLOOR DEMOLITION PLAN	1	3-30-18
ED2.02A	PARTIAL ELECTRICAL 2ND FLOOR DEMOLITION PLAN A	1	3-30-18
ED2.02B	PARTIAL ELECTRICAL 2ND FLOOR DEMOLITION PLAN B	1	3-30-18
ED2.02C	PARTIAL ELECTRICAL 2ND FLOOR DEMOLITION PLAN C	1	3-30-18
ED2.02D	PARTIAL ELECTRICAL 2ND FLOOR DEMOLITION PLAN D	1	3-30-18
ED4.01	OVERALL ELECTRICAL ROOF DEMOLITION PLAN	1	3-30-18
ED4.01A	PARTIAL ELECTRICAL ROOF DEMOLITION PLAN A	1	3-30-18
ED4.01B	PARTIAL ELECTRICAL ROOF DEMOLITION PLAN B	1	3-30-18
ED4.01C	PARTIAL ELECTRICAL ROOF DEMOLITION PLAN C	1	3-30-18
ED4.01D	PARTIAL ELECTRICAL ROOF DEMOLITION PLAN D	1	3-30-18
E2.01	OVERALL 1 st FLOOR ELECTRICAL PLAN	1	3-30-18
E2.01A	PARTIAL ELECTRICAL FLOOR PLAN A	1	3-30-18
E2.01B	PARTIAL ELECTRICAL FLOOR PLAN B	1	3-30-18

E2.01C	PARTIAL ELECTRICAL FLOOR PLAN C	1	3-30-18
E2.01D	PARTIAL ELECTRICAL FLOOR PLAN D	1	3-30-18
E2.02	OVERALL ELECTRICAL 2 nd FLOOR PLAN	1	3-30-18
E2.02A	PARTIAL ELECTRICAL 2 nd FLOOR PLAN A	1	3-30-18
E2.02B	PARTIAL ELECTRICAL 2 nd FLOOR PLAN B	1	3-30-18
E2.02C	PARTIAL ELECTRICAL 2 nd FLOOR PLAN C	1	3-30-18
E2.02D	PARTIAL ELECTRICAL 2 nd FLOOR PLAN D	1	3-30-18
E4.01	OVERALL ELECTRICAL ROOF PLAN	1	3-30-18
E4.01A	PARTIAL ELECTRICAL ROOF PLAN A	1	3-30-18
E4.01B	PARTIAL ELECTRICAL ROOF PLAN B	1	3-30-18
E4.01C	PARTIAL ELECTRICAL ROOF PLAN C	1	3-30-18
E4.01D	PARTIAL ELECTRICAL ROOF PLAN D	1	3-30-18
E5.01	ELECTRICAL ENLARGED PLANS	1	3-30-18
E5.02	ELECTRICAL ENLARGED PLANS	1	3-30-18
E6.00	ELECTRICAL DETAILS	1	3-30-18
E7.00	DIAGRAMS	1	3-30-18
E7.01	DIAGRAMS	1	3-30-18
E8.00	ELECTRICAL SCHEDULES	1	3-30-18
E8.01	ELECTRICAL SCHEDULES	1	3-30-18
E8.02	ELECTRICAL SCHEDULES	1	3-30-18
E8.03	ELECTRICAL SCHEDULES	1	3-30-18
E1.02B	ELECT. LIGHTNING PROTECTION AREA B RENOV. PLAN	1	5-XX-18
E5.01	ELECT. LIGHTNING PROTECTION DETAILS	1	5-XX-18

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 \$1,798,491.00

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:
305 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 the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

4.04.03 Each Milestone Five Hundred Dollars \$500.00 per day
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

shall establish a reasonable date by which all incomplete Work must finally be complete.

ARTICLE 6. TIME AND DELAYS.

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

- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
- 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 7. CONTRACT BONDS

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

ARTICLE 8. NOTICES

- 8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

Party:	Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida
	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie

With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Jim Proano
	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:	LEGO CONSTRUCTION CO.	1011 Sunnybrook Rd. Suite #905 Miami, FL 33136
Surety Agent:	Hartford Casualty Insurance Company	One Hartford Plaza Hartford, Connecticut 06155
Project Consultant:	GLE Associates, Inc.	5405 Cypress Center Drive Suite 110 Tampa, FL 33609

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.

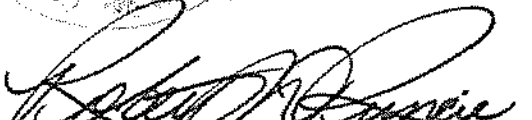
In witness thereof, the said Contractor, LEGO CONSTRUCTION CO., and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.



OWNER

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA


Heather P Brinkworth, Chair


Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content


Office of the General Counsel

CONTRACTOR

(Corporate Seal)



LEGO CONSTRUCTION CO.

By [Signature]
Luis Garcia, President

Secretary

Or [Signature]

Witness

[Signature]

Witness

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Miami - Dade

The foregoing instrument was acknowledged before me this 16 day of October,
2018 by Luis Garcia - President of LEGO Construction Co.,
and, _____ of _____,
on behalf of the Contractor.

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

My commission expires: Dec 5, 2021

[Signature]

Signature - Notary Public

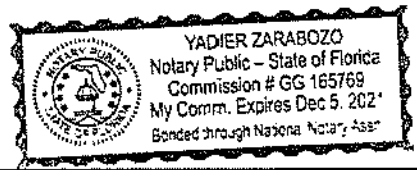
Yadier Zarabozo

Printed Name of Notary

66165769

Notary's Commission No.

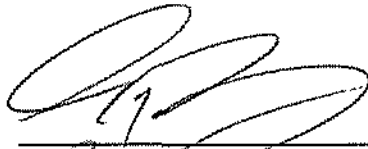
(SEAL)




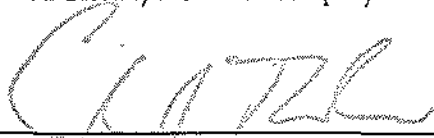
SURETY ACKNOWLEDGMENT

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

SURETY: Hartford Casualty Insurance Company





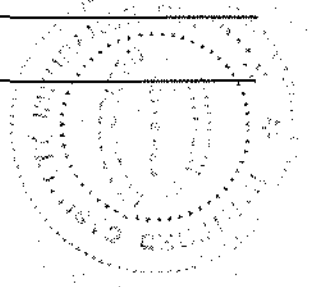
By: 

Its: Attorney-in-fact - Charles J. Nieslon

Date: October 16, 2018

STATE OF Florida

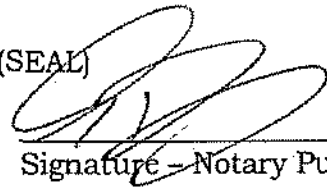
COUNTY OF Miami-Dade



The foregoing instrument was acknowledged before me this 16th October 2018
day of _____,
by Charles J. Nielson of Hartford Casualty Insurance Company, on
behalf of the Surety.

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

My commission expires:

(SEAL) 

Signature - Notary Public
Gicelle Pajon

Printed Name of Notary
GG 058656

Notary's Commission No.



END OF DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

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

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-229752

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

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

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

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

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



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

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



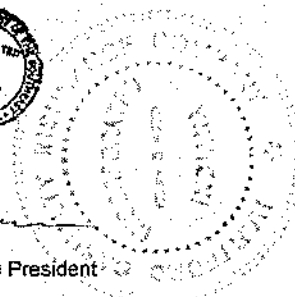
CERTIFICATE

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 16, 2018.
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President



COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-2./ Construction Bid Recommendation of \$500,000 or Greater
ITB 19-079C
Silver Shores Elementary School, Miramar
LEGO Construction Co.
SMART Program Renovations
Project No. P.001906

School Board Meeting: 12/04/2018

The financial impact of this item is \$1,798,491

- () 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 \$1,231,560 will come from the Capital Projects Reserve.
- () Comments:

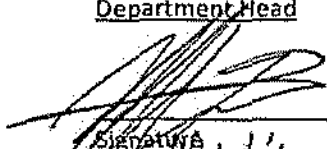
Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director


 Signature: Jeff Whitney
 Date: 10/31/18

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.