



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2018-12-18 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	JJ. OFFICE OF FACILITIES & CONSTRUCTION
<b>DEPARTMENT</b>	Facilities Construction

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

**ITEM No.:**  
JJ-1.

**TITLE:**  
Construction Bid Recommendation of \$500,000 or Greater - ITB 18-166C - Tamarac Elementary School - Tamarac - T & G Corporation (d.b.a. T & G Constructors) - SMART Program Renovations - Project No. P.001724

**REQUESTED ACTION:**  
Approve the recommendation to award the Construction Agreement to T & G Corporation (d.b.a. T & G Constructors) for the lump sum amount of \$1,575,000, and the return of \$727,343 to the SMART Program Reserve.

**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 \$1,575,000. This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). There is a positive financial impact to the project in the amount of \$727,343, which will be placed in the SMART Program 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 I Heery Director	Phone: 75-321-4850

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

**Senior Leader & Title**  
Leo Bobadilla - Chief Facilities Officer

**Signature**  
*Frank L. Girardi*  
12/7/2018, 4:28:16 PM

Approved In Open Board Meeting On: **DEC 18 2018**  
By: *Walter P. Breakwell*  
School Board Chair

**EXECUTIVE SUMMARY**

**Construction Bid Recommendation of \$500,000 or Greater  
ITB 18-166C  
Tamarac Elementary School, Tamarac  
T & G Corporation (d.b.a. T & G Constructors)  
SMART Program Renovations  
Project No. P.001724**

**PROJECT OVERVIEW:**

<b>Delivery Method:</b>	<b>Design/Bid/Build</b>
<b>Contractor:</b>	<b>T &amp; G Corporation (d.b.a. T &amp; G Constructors)</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 Tamarac Elementary School SMART Program Renovations to T&G Constructors, in the amount of \$1,575,000. The scope of work for this project includes, but not limited to, HVAC improvements, and building envelope improvements. Scope to provide fire sprinklers to Buildings 1, 2, 3, 4 and 6 was reviewed by the District's Chief Fire Official who determined that Building 1 was the only building that required fire sprinklers. Buildings 2, 3, 4, and 6 did not require fire sprinklers and therefore, this scope of work was removed from the construction documents.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on October 29, 2018 from a total of four (4) bidders. Procurement and Warehousing Services has recommended the award of the project to T&G Constructors as the responsive, responsible bidder that met the specifications, terms and conditions of the bid. (see Exhibit 2 for details)

The original overall project budget for the SMART Program Renovations at Tamarac Elementary School is \$3,191,000. The Fixed Limit of Construction Cost (FLCC) for this project is \$2,137,312. The proposal from T & G Corporation, in the amount of \$1,575,000, is within the available funds and requires no additional funding to proceed with the SMART Program Renovations. There is a positive financial impact to the project in the amount of \$727,343, which with Board approval will be placed in the SMART Program Reserve.

T & G Corporation is not a certified Minority/Women Business Enterprise (M/WBE). However, the Contractor has committed to M/WBE participation of 36% 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](#).



RECOMMENDATION TABULATION

ITB #:	<u>18-166C</u>	Tentative Board Meeting Date*:	<u>December 18, 2018</u>	
Hard Bid Title:	<u>TAMARAC ELEMENTARY SCHOOL</u>	# Notified:	<u>1716</u>	# Downloaded: <u>32</u>
	<u>SMART PROGRAM RENOVATIONS</u>	# of Responses Rec'd:	<u>4</u>	# of "No Bids": <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	Select One Opening Date:	<u>October 29, 2018</u>	
	<u>(School/Department)</u>			
Fund:	<u>SMART</u>	Advertised Date:	<u>September 20, 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](http://www.Demandstar.com) on November 1, 2018 @ 9:30AM 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 18-166C TAMARAC ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON SEPTEMBER 20, 2018. FOUR (4) PROPOSALS WERE RECEIVED:

- LEGO CONSTRUCTION CO.
- ANATOM CONSTRUCTION COMPANY
- OAC ACTION CONSTRUCTION CORP
- T&G CONSTRUCTORS

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

T&G CONSTRUCTORS

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: November 1, 2018  
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

**Tamarac 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
Safety & Security		854,000*		<span style="border: 1px solid black; padding: 2px;">Note 1</span>		854,000	Fire Sprinklers
Renovation	100,000					100,000	School Choice Enhancement
Renovation				295,000		295,000	Media Center improvements
Renovation	2,132,000*					2,132,000	HVAC Improvements
Renovation			205,000*			205,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
<b>SMART Sub-Total</b>	<b>2,232,000</b>	<b>854,000</b>	<b>205,000</b>	<b>295,000</b>		<b>3,586,000</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		117,000				117,000	Wireless Network Upgrade
SMART		26,000				26,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART		251,000				251,000	Additional computers to close computer gap
SMART		17,000				17,000	CAT 6 Data port Upgrade
<b>Complete Sub-Total</b>		<b>411,000</b>	<b>50,000</b>			<b>461,000</b>	

<b>School Total</b>	2,232,000	1,265,000	255,000	295,000	0	4,047,000
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\*Project Scope Included:  
 Year 1 total scope \$2,132,000  
 Year 2 total scope \$854,000  
 Year 3 total scope \$205,000  
 Total value of scope \$3,191,000

**Note 1:** Scope to provide fire sprinklers to Buildings 1, 2, 3, 4 and 6 was reviewed by the District's Chief Fire Official who determined that Building 1 was the only building that required fire sprinklers. Buildings 2, 3, 4, and 6 did not require fire sprinklers and therefore, this scope of work was removed from the construction documents.

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 18th day of December, 2018 by and between

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

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

**T&G CORPORATION DBA T&G CONSTRUCTORS**

(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.:	18-166C
Project No.:	P.001724
Location No.:	2621
Project Title:	SMART Program Renovations
Facility Name:	Tamarac Elementary School

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

- Entire roofing to be replaced on Building No. 6.
- Install new Fire Sprinkler system in Buildings 1.
- Replace DDC controls in mechanical rooms 109, 153, 165, 407 and 422. Test and Balancing required in all Buildings 1,2,3,4,6 and 7 for all air conditioning equipment, supply, return, exhaust, registers and diffusers, laboratory fume hood, taps into ceiling plenums, and on all other related appurtenances.
- Entire aluminum walkway system to be refurbished and existing light fixtures under aluminum decking to be replaced by approved new ones.

Constructed pursuant to drawings, specifications and other design documents prepared by Crain Atlantis Engineering, 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:

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Revision Date</b>
T-1	TITLE SHEET	REV#4	09/06/2018
LS-1.0	BUILDING 1 – LIFE SAFETY PLAN	REV#1	01/16/2018
LS-2.0	BUILDING 2 – LIFE SAFETY PLAN	REV#1	01/17/2018
LS-3.0	BUILDINGS 3 & 4 – GROUND FLOOR LIFE SAFETY PLAN	REV#1	01/16/2018
LS-3.1	BUILDING 4 – SECOND FLOOR LIFE SAFETY PLAN	REV#1	01/16/2018
LS-4.0	BUILDING 6 – GROUND FLOOR LIFE SAFETY PLAN	REV#1	01/16/2018
LS-4.1	BUILDING 6 – SECOND FLOOR LIFE SAFETY PLAN	REV#1	01/16/2018
LS-5.0	BUILDING 7 – GROUND FLOOR LIFE SAFETY PLAN	REV#1	01/16/2018
LS-5.1	BUILDING 7 – SECOND FLOOR LIFE SAFETY PLAN	REV#1	01/16/2018
C-0.1	LEGENDS AND SYMBOLS	REV#5	10/18/2018
C-1	OVERALL PROPOSED PLAN	REV#5	10/18/2018
C-2	PARTIAL SITE UTILITY AND INSERT #1 UTILITY PLAN	REV#2	05/25/2018
C-3	PARTIAL SITE UTILITY AND INSERT #2 UTILITY PLAN	REV#5	10/18/2018
C-4	UTILITY DETAILS	REV#2	05/25/2018
C-5	GENERAL NOTES	REV#2	05/25/2018
C-6	DETAIL CHAIN LINK FENCE BUILDING 1	REV#5	10/18/2018
A-1.0	ABBREVIATIONS AND SYMBOLS	REV#4	09/06/2018
A-2.0	SITE PLANS	N/A	12/05/2017
A-3.0	F.I.S.H. PLAN	N/A	12/05/2017
A-4.0	SCOPE OF WORK OVERVIEW PLAN	REV#4	09/06/2018
A-5.0	BUILDING 6 – DEMOLITION ROOF PLAN	REV#5	10/18/2018

A-5.1	BUILDING 6 – NEW ROOF PLAN	REV#5	10/18/2018
A-5.2	ROOFING DETAILS	REV#5	10/18/2018
A-5.3	SECTIONS	REV#5	10/18/2018
A-5.4	DETAILS	REV#2	05/25/2018
A-6.0	ALUMINUM WALKWAYS	REV#5	10/18/2018
AD-7.0	BUILDING 1 PARTIAL DEMOLITION GROUND CEILING PLAN	N/A	12/05/2017
AD-7.1	BUILDING 1 PARTIAL DEMOLITION GROUND CEILING PLAN	N/A	12/05/2017
AD-7.2	BUILDING 1 PARTIAL DEMOLITION GROUND CEILING PLAN	N/A	12/05/2017
AD-7.3	BUILDING 1 PARTIAL DEMOLITION GROUND CEILING PLAN	N/A	12/05/2017
AD-8.0	BUILDING 2 DEMOLITION GROUND CEILING PLAN	REV#1	01/16/2018
AD-9.0	BUILDINGS 3 & 4 DEMOLITION GROUND CEILING PLAN	REV#1	01/16/2018
AD-9.1	BUILDING 4 DEMOLITION SECOND CEILING PLAN	REV#1	01/16/2018
AD-10.0	BUILDING 6 DEMOLITION GROUND CEILING PLAN	REV#1	01/16/2018
AD-10.1	BUILDING 6 DEMOLITION SECOND CEILING PLAN	REV#1	01/16/2018
A-7.0	BUILDING 1 PARTIAL GROUND CEILING PLAN	REV#1	01/16/2018
A-7.1	BUILDING 1 PARTIAL GROUND CEILING PLAN	REV#1	01/16/2018
A-7.2	BUILDING 1 PARTIAL GROUND CEILING PLAN	REV#1	01/16/2018
A-7.3	BUILDING 1 PARTIAL GROUND CEILING PLAN	REV#1	01/16/2018
A-8.0	BUILDING 2 GROUND CEILING PLAN	REV#1	01/16/2018
A-9.0	BUILDING 3 & 3 GROUND CEILING PLAN	REV#1	01/16/2018
A-9.1	BUILDING 4 SECOND CEILING PLAN	REV#1	01/16/2018
A-10.0	BUILDING 6 GROUND CEILING PLAN	REV#1	01/16/2018
A-10.1	BUILDING 6 SECOND CEILING PLAN	REV#1	01/16/2018
M-0.1	MECHANICAL GENERAL NOTES & SYMBOLS	N/A	09/08/2017
DM-1.0	OVERALL DEMOLITION MECHANICAL SITE PLAN	N/A	05/23/2017
DM-2.0	BUILDING 1 PARTIAL DEMOLITION MECHANICAL FLOOR PLAN	N/A	09/08/2017
DM-2.3	BUILDING 1 PARTIAL DEMO MECHANICAL FLOOR PLAN	N/A	07/08/2017
M-1.0	OVERALL MECHANICAL SITE PLAN	N/A	09/08/2017
M-2.0	BUILDING 1 PARTIAL MECHANICAL FLOOR PLAN	REV#1	01/16/2018
M-2.1	BUILDING 1 PARTIAL MECHANICAL FLOOR PLAN	N/A	09/08/2017
M-2.2	BUILDING 1 PARTIAL MECHANICAL FLOOR PLAN	N/A	09/08/2017
M-2.3	BUILDING 1 PARTIAL MECHANICAL FLOOR PLAN	REV#1	01/16/2018
M-3.0	BUILDING 2 MECHANICAL FLOOR PLAN	REV#1	09/08/2017
M-4.0	BUILDING 3 & 4 MECHANICAL FLOOR PLANS	N/A	09/08/2017
M-5.0	BUILDING 6 1ST FLOOR MECHANICAL PLAN	N/A	09/08/2017
M-5.1	BUILDING 6 2ND FLOOR MECHANICAL PLAN	N/A	09/08/2017
M-6.0	BUILDING 7 1ST FLOOR MECHANICAL PLAN	N/A	09/08/2017
M-6.1	BUILDING 7 2ND FLOOR MECHANICAL PLAN	N/A	09/08/2017
M-7.0	MECHANICAL SCHEDULE	REV#1	01/16/2018
M-7.1	MECHANICAL SCHEDULE CONTD.	N/A	09/08/2017
M-8.0	MECHANICAL ROOMS ENLARGEMENT	REV#1	01/16/2018
M-8.1	MECHANICAL ROOMS ENLARGEMENT AND SECTION VIEWS	REV#1	01/16/2018
M-9.0	MECHANICAL DETAILS	REV#1	01/16/2018
M-9.1	MECHANICAL CONTROLS	REV#1	01/16/2018
E-0.1	ELECTRICAL GENERAL NOTES & SYMBOLS	REV#2	05/25/2018
E-1.0	OVERALL ELECTRICAL SITE PLAN	REV#4	09/06/2018
E-2.0	BUILDING 1 PARTIAL ELECTRICAL FLOOR PLAN	REV#4	09/06/2018
E-2.3	BUILDING 1 PARTIAL ELECTRICAL FLOOR PLAN	REV#4	09/06/2018
E-2.4	ALUMINUM WALKWAYS ELECTRICAL FLOOR PLAN	N/A	09/08/2017
E-3.0	ELECTRICAL PANEL SCHEDULES	REV#2	05/25/2018
P-0.1	PLUMBING GENERAL NOTES SYMBOLS & DETAIL	REV#1	01/16/2018
P-2.0	BUILDING 1 PARTIAL PLUMBING FLOOR PLAN	REV#1	01/16/2018
P-2.3	BUILDING 1 PARTIAL PLUMBING FLOOR PLAN	REV#1	01/16/2018
P-3.0	BUILDING 6 PLUMBING ROOF PLAN	N/A	09/08/2017
FP-0.1	FIRE PROTECTION GENERAL NOTES & SYMBOLS	REV#4	09/06/2018
FP-1.0	OVERALL FIRE PROTECTION SITE PLAN	REV#4	09/06/2018
FP-2.0	BUILDING 1 – PARTIAL FIRE PROTECTION FLOOR PLAN	REV#2	05/25/2018
FP-2.1	BUILDING 1 – PARTIAL FIRE PROTECTION FLOOR PLAN	REV#2	05/25/2018

FP-2.2	BUILDING 1 – PARTIAL FIRE PROTECTION FLOOR PLAN	REV#2	05/25/2018
FP-2.3	BUILDING 1 – PARTIAL FIRE PROTECTION FLOOR PLAN	REV#2	05/25/2018
FP-3.0	BUILDING 2 – FIRE PROTECTION FLOOR PLAN	REV#4	09/06/2018
FP-4.0	BUILDING 3 & 4 – FIRE PROTECTION FLOOR PLANS	REV#4	09/06/2018
FP-5.0	BUILDING 6 – 1ST FLOOR FIRE PROTECTION PLAN	REV#4	09/06/2018
FP-5.1	BUILDING 6 – 2ND FLOOR FIRE PROTECTION PLAN	REV#4	09/06/2018
FP-7.0	FIRE PROTECTION DETAILS	REV#1	09/08/2017

2.03 The Project Manual:

- Division 0 – Documents
- Division 1 – General Requirements
- Division 2 – Site Work
- Division 3 – Concrete
- Division 4 – Masonry
- Division 6 – Wood & Plastic
- Division 7 – Thermal & Moisture Protection
- Division 13 – Special Construction
- 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 **\$1,575,000.00**

This shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

**ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

**4.03 Required date(s) of Substantial Completion**

4.03.01 The Contractor shall accomplish Substantial Completion of the Work on or before:

**365 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:

<b>Phase</b>	<b>Commencement Date:</b>	<b>Required Substantial Completion Date</b>
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:

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
----------------	---------------------------------------

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: Trevor Martin
	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:	T&G CORPORATION DBA T&G CONSTRUCTORS	8623 Commodity Circle Orlando, FL 32819
Surety's Agent:	Westfield Insurance Company	One Park Circle Westfield Center, OH 44251
Project Consultant:	Crain Atlantis Engineering, Inc.	210 SW Natura Avenue Deerfield Beach, FL 33441

- 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, **T&G CORPORATION DBA T&G CONSTRUCTORS**, 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)

**OWNER**

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

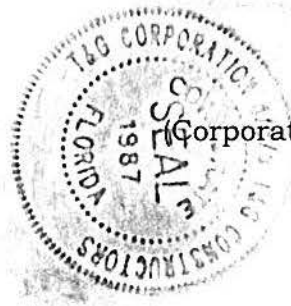
ATTEST:

  
Robert W. Runcie, Superintendent of  
Schools

  
Heather P. Brinkworth, Chair


Approved as to form and legal content

  
Office of the General Counsel



**CONTRACTOR**

**T&G CORPORATION DBA T&G CONSTRUCTORS**

By   
Ricardo Gonzalez, President

\_\_\_\_\_  
Or - Angel Araujo Secretary  
Witness

Willy Larreal \_\_\_\_\_  
Witness

**CONTRACTOR NOTARIZATION**

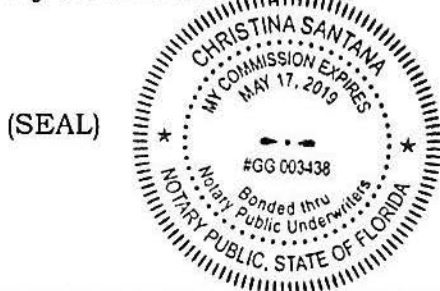
STATE OF FLORIDA


COUNTY OF MIAMI- DADE COUNTY.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of NOVEMBER,  
12 by ANGEL ARAUJO of T+G CONSTRUCTORS,  
and, WILLY LARREAL of T+G CONSTRUCTORS.  
on behalf of the Contractor.

ANGEL ARAUJO, and, WILLY LARREAL are personally  
known to me or produced \_\_\_\_\_ as identification and  
did did not first take an oath.

My commission expires:



  
Signature - Notary Public

CHRISTINA SANTANA  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



Contractor: T & G Corporation dba T & G Constructors  
Project No: P.001724, SMART Program Renovations, Tamarac Elementary School  
Executed in 6 Counterparts

**SURETY ACKNOWLEDGEMENT**

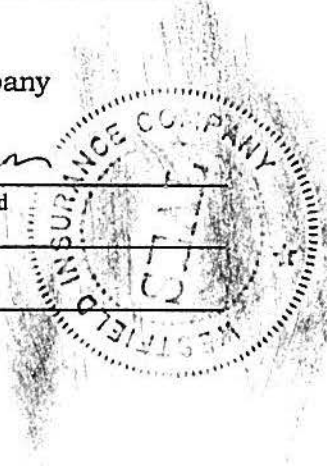
The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and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

**SURETY:** Westfield Insurance Company

Lisa Rosales  
Anita Navarra

**By:** Teresa L. Durham  
Teresa L. Durham, Attorney-in-Fact and  
**Its:** Florida Licensed Resident Agent

**Date:** November 8, 2018

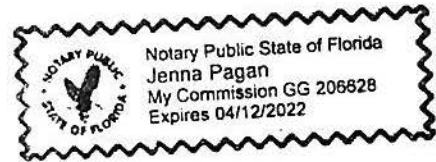


STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of November, 2018  
by Teresa L. Durham of Westfield Insurance Company, 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: April 12, 2022

(SEAL)  
Jenna Pagan  
Signature - Notary Public  
Jenna Pagan  
Printed Name of Notary  
GG 206628  
Notary's Commission No.



**END OF DOCUMENT**

General  
Power  
of Attorney

POWER NO. 0990992 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**JEFFREY W. REICH, SUSAN L. REICH, GLORIA A. RICHARDS, TERESA L. DURHAM, CHERYL FOLEY, LISA ROSELAND, KIM E. NIV, SONJA HARRIS, ROBERT P. O'LINN, SARAH K. O'LINN, JOINTLY OR SEVERALLY**

of MAITLAND and State of FL its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of FEBRUARY A.D., 2018 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 28th day of FEBRUARY A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of November A.D., 2018 .



*Frank A. Carrino*  
Frank A. Carrino, Secretary



COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-1./ Construction Bid Recommendation of \$500,000 or Greater  
ITB 18-166C  
Tamarac Elementary School, Tamarac  
T & G Corporation (d.b.a. T & G Constructors)  
SMART Program Renovations  
Project No. P.001724

School Board Meeting: 12/18/2018

The financial impact of this item is \$1,575,000

- ( ) 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.
- ( ) 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 \$ \_\_\_\_\_ will come from the Capital Projects Reserve.



Comments:

There is a positive financial impact to the project in the amount of \$727,343, which will be placed in the SMART Program Reserve.

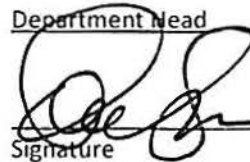
Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

  
Signature

12/3/2018  
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.