



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-07-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Construction

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

ITEM No.:  
JJ-4.

**TITLE:**

Construction Bid Recommendation of \$500,000 or Greater - ITB 19-176C - Bright Horizons Center - Deerfield Beach - LEGO Construction Co. - SMART Program Renovations - Project No. P.001974

**REQUESTED ACTION:**

Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of \$2,886,000 and approve additional funding in the amount of \$1,893,100.

**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 \$2,886,000. 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 \$1,893,100 will come from the Capital Projects Reserve. This increases the project budget from \$1,663,000 to \$3,556,100.

**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: Phil D. Kaufold, Task Asgd. Director Constr.	Phone: 754-321-1532
Name: Daniel Jardine, CBRE I Heery Director	Phone: 754-321-4850

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

Senior Leader & Title  
Frank Girardi - Executive Director

## Signature

Frank L. Girardi  
7/11/2019, 1:43:46 PM

Approved In Open  
Board Meeting On:

JUL 23 2019

By: *Heather P. Brinkwood*

School Board Chair

**EXECUTIVE SUMMARY**  
**Construction Bid Recommendation of \$500,000 or Greater**  
**ITB 19-176C**  
**Bright Horizons Center, Deerfield Beach**  
**LEGO Construction Co.**  
**SMART Program Renovations**  
**Project No. P.001974**

**PROJECT OVERVIEW:**

<b>Delivery Method:</b>	<b>Design/Bid/Build</b>
<b>Architect(s):</b>	<b>Song &amp; Associates, Inc.</b>
<b>Contractor(s):</b>	<b>LEGO Construction Co.</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 Bright Horizons Center SMART Program Renovations to LEGO Construction Co., in the amount of \$2,886,000. The scope of work for this project includes, but not limited to, fire alarm, HVAC improvements, and building envelope improvements. Scope to provide fire sprinklers to Buildings 1, 2, 3, 4, and 5 was reviewed by the District's Chief Fire Official who determined that these were the only buildings that required fire sprinklers.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. A bid was received on April 2, 2019 from only one (1) bidder. Procurement and Warehousing Services has recommended the award of the project to LEGO Construction Co. as the only responsive, responsible bidder that met the specifications, terms and conditions of the bid (see Exhibit 2 for details).

This Construction Bid Recommendation for Bright Horizons Center exceeds the available funds and requires additional funding in the amount of \$1,893,100 to proceed with the SMART Program Renovations. Staff has evaluated both the Designer's and Atkins' 100% estimates and has deemed the bid fair and reasonable based on current market conditions, which have changed considerably since the 2014 budget development. These budget overages are included in the SMART Program Forecast. The following summarizes the previous and revised funding allocations:

<b>Allocations of Project Funds</b>	<b>Previous Budget</b>	<b>Revised Budget</b>	<b>Net Change</b>
Planning Design and Management	\$339,500	\$339,500	\$0
Construction Contract	\$1,165,000	\$2,886,000	\$1,721,000
Construction Contingency (10%)*	\$116,500	\$288,600	\$172,100
Construction Misc.**	\$42,000	\$42,000	\$0
Furnishings	\$0	\$0	\$0
<b>Total</b>	<b>\$1,663,000</b>	<b>\$3,556,100</b>	<b>\$1,893,100</b>

\*Reserved for future use if required

\*\*Includes the following items where applicable: Off-site Improvements; Misc. Construction; Hazardous Materials Abatement; Technology Infrastructures; Utility Connection Charges; PPO Work Orders; and Portables

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with building envelope improvements that will require approximately \$1.1M of additional funds.

Approximately 15% of the building envelope improvements overage is due to approximately 8,000 additional square feet of roofing which was not identified in the 2014 Facilities Condition Assessment (MAPPs). The remainder is due to inadequate unit prices and inflation.

Mechanical, electrical, and plumbing improvements will require approximately \$600K due to inadequate unit prices, inflation, and insufficient funding allotments developed in the 2014 Facilities Condition Assessment.

Staff has evaluated the various SMART scopes for this project. It was determined that the most cost and time efficient means to deliver these improvements is by a single construction contract. Staff does not recommend creating separate bid packages, "carve outs", for any of the approved scopes. The only proposal received (from LEGO Construction Co.) is the most cost-effective means of delivering this project.

LEGO Construction Co. is a certified Minority/Women Business Enterprise (M/WBE) and has committed to 17% M/WBE participation for this project which is made up of 10% self-performance and 7% participation 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 / RFP No.:	<u>19-176C</u>	Tentative Board Meeting Date*:	<u>June 11, 2019</u>
Hard Bid Title:	<u>BRIGHT HORIZONS CENTER</u>	Notified:	<u>1550</u> Downloaded: <u>25</u>
	<u>SMART PROGRAM RENOVATIONS</u>	ITB / RFP Rec'd:	<u>1</u> No. Bids: <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	ITB / RFP Opening:	<u>April 2, 2019</u>
Fund:	<u>SMART</u>	Advertised Date:	<u>February 20, 2019</u>

**POSTING OF ITB / RFP RECOMMENDATION/TABULATION:** ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **April 12, 2019 @ 4:00PM** 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, is in effect until this ITB / RFP 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 19-176C BRIGHT HORIZON CENTER SMART PROGRAM RENOVATIONS ON FEBRUARY 20, 2019 AND ONE (1) PROPOSAL WAS RECEIVED:

**VENDOR NAME(s)**

LEGO CONSTRUCTION CO.

IN ACCORDANCE WITH POLICY 3320 SECTION II-J, IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT THE PROPOSALS.

BASED UPON THIS, NEGOTIATION MEETING WAS EXECUTED AND THE INITIAL PRICE WAS REDUCED FROM \$2,896,000 TO \$2,886,000.

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT WITH THE ABOYE RECOMMENDED PROPOSER.

By: \_\_\_\_\_ Date: APRIL 12, 2019  
(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.

**Bright Horizons Center**

**Adopted District Educational Facilities Plan**

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
Various Categories	252,771					252,771	Pool Renovations
DEFP Sub-Total	252,771					252,771	

**SMART Program**

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
Safety & Security				654,000*		654,000	Fire Sprinklers
Safety & Security				42,000*		42,000	Fire Alarm
Music & Art Equipment		50,000				50,000	Music Equipment Replacement
Renovation				100,000		100,000	School Choice Enhancement
Renovation				103,000*		103,000	HVAC Improvements
Renovation				864,000*		864,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART Sub-Total		50,000		1,763,000		1,813,000	

**Completed**

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
SMART		31,000				31,000	Additional computers to close computer gap
SMART		57,000				57,000	Wireless Network Upgrade
Complete Sub-Total		88,000				88,000	

School Total	252,771	138,000	0	1,763,000	0	2,153,771	
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\*Project Scope Included:  
 Year 4 total scope \$1,663,000  
 Total value of scope \$1,663,000

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 23<sup>rd</sup> day of July, 2019 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.:	19-176C
Project No.:	P.001974
Location No.:	0871
Project Title:	SMART Program Renovations
Facility Name:	Bright Horizons Center

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

- Re-roof Buildings 1, 3 & 4. The roofs are either nearing or at their end of useful life and are in need of replacement. Also, due to the extent of work scope, SREF requires that the roofs need to be brought into compliance with the current edition of the Florida Building Code.
- HVAC Test & Balance for Buildings 1, 3 & 4.
- Fire-Alarm Panel Replacement.
- Fire-Sprinklers for Buildings 1, 2, 3, 4 & 5

Constructed pursuant to drawings, specifications and other design documents prepared by Song & 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:

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revisions No.</b>	<b>Date</b>
<b>GENERAL</b>			
G-1.0	Index, Abbreviations, General notes & Vicinity map SURVEY	3	1/15/19
SH-1	Location plan, Partial survey & Notes		
SH-2	Partial survey		
<b>CIVIL</b>			
C-1	General notes		
C-2	Fire plan	2	9/21/18
C-3	Fire plan details	2	9/21/18
<b>ARCHITECTURAL</b>			
A-1.0	Overall site plan	1	9/21/18
A-1.1	Overall reference floor plan-Part A	1	9/21/18
A-1.2	Overall reference floor plan-Part B	1	9/21/18
A-2.1	Downspout location plan-Part A	1	9/21/18
A-2.2	Downspout location plan-Part B	1	9/21/18
A-2.3	Chain-link fence details	1	9/21/18
A-3.1.1	Building 1-Existing partial reflected ceiling plan (reference)	1	9/21/18
A-3.1.2	Building 1-Existing partial reflected ceiling plan (reference)	1	9/21/18
A-3.1.3	Building 1-Existing partial reflected ceiling plan (reference)	2	11/10/18
A-3.1.4	Building 1-Existing partial reflected ceiling plan (reference)	1	9/21/18
A-3.1.5	Buildings 3, 4 & 5-Existing partial reflected ceiling plan (reference)	1	9/21/18
AD-4.1.1	Buildings 3 & 4 and partial building 1 demolition roof plan	1	9/21/18
AD-4.1.2	Building 1 partial demolition roof plan	1	9/21/18

A-4.0	Buildings 1, 3, 4 & 5 New overall roof plans		
A-4.1	Building 1 – Partial roof photograph key plan		
A-4.2	Building 1 – Partial roof photography key plan		
A-4.3	Existing roof photos		
A-4.4	Existing roof photos		
A-4.5	Existing roof photos		
A-4.6	Buildings 1 & 5 partial new roof plan	3	1/15/19
A-4.7	Building 1 partial new roof plan	3	1/15/19
A-4.8	Building 1 partial new roof plan	3	1/15/19
A-4.9	Buildings 3 & 4 new roof plan & Building 1 entry canopy	2	11/10/18
A-4.10	Buildings 1 south & 3 & 4 roof drainage plans	3	1/15/19
A-4.11	Building 1 north roof drainage plans	2	11/10/18
A-5.1	Roof Details	3	1/15/19
A-5.2	Roof Details	3	1/15/19
A-5.3	Roof Details	2	11/10/18
<b>STRUCTURAL</b>			
S-1	Structural Notes & design information	2	11/10/18
S-2	Roof Wind zones	1	9/21/18
S-3	Roof Wind zones	1	9/21/18
<b>MECHANICAL</b>			
M-001	Mechanical symbols and legend		
M-201A	Mechanical floor plan-Bldg1-site A (reference only)		
M-201B	Mechanical floor plan-Bldg1-site B (reference only)		
M-201C	Mechanical floor plan-Bldg1-site C (reference only)		
M-201D	Mechanical floor plan-Bldg1-site D (reference only)		
M-221A	Mechanical roof plan-Bldg. 1-Site A		
M-221B	Mechanical roof plan-Bldg.1-Site B		
M-221C	Mechanical roof plan-Bldg. 1-Site C		
M-221D	Mechanical roof plan-Bldg. 1-Site D		
M-222	Mechanical roof plan-Bldgs. 3 & 4		
M-301	Mechanical enlarged plans (reference only)	1	9/21/18
M-701	Mechanical schedules (reference only)		
<b>ELECTRICAL</b>			
E-001	Electrical symbols & legend	2	11/10/18
E-101	Overall power plan	1	9/21/18
E-201	Systems plan-Bldg. 1-Site A	1	9/21/18
E-202	Systems Plan-Bldg. 1-Site B	1	9/21/18
E-203	Fire alarm systems floor plan-Bldg. 1-Site C	1	9/21/18
E-204	Fire alarm systems floor plan-Bldg. 1-Site D	1	9/21/18
E-211	Fire alarm systems floor plan-Bldgs. 3 & 4	1	9/21/18
E-212	Fire alarm systems floor plan-Bldgs. 2 & 5	1	9/21/18
E-221A	Electrical roof plan-Bldg. 1-Site A	1	9/21/18
E-221B	Electrical roof plan-Bldg. 1-Site B	1	9/21/18
E-221C	Electrical roof plan-Bldg. 1-Site C	1	9/21/18
E-221D	Electrical roof plan-Bldg. 1-Site D	2	11/10/18
E-222	Electrical roof plan-Bldgs. 3 & 4	2	11/10/18
E-301	Lighting plan-Bldg. 1 south	2	11/10/18
E-302	Lighting plan-Bldg. 1 mid	1	9/21/18
E-303	Lighting plan-Bldg. 1 north	1	9/21/18
E-312	Lighting plan-Bldgs. 3, 4 & 5	1	11/10/18
E-801	Fire alarm system details	1	9/21/18
E-802	Electrical details	1	9/21/18



	<b>PLUMBING</b>		
P-001	Fire protection symbols & legend	3	1/15/19
P-221B	Plumbing roof plan-Bldg. 1-Site B	3	1/15/19
	<b>FIRE PROTECTION</b>		
FP-001	Fire protection Symbols & legend	1	9/21/18
FP-201	Fire protection-Bldg. 1-Site A		
FP-202	Fire protection-Bldg. 1-Site B		
FP-203	Fire protection-Bldg. 1-Site C & Bldg. 2		
FP-204	Fire protection-Bldg. 1-Site D	1	9/21/18
FP-205	Fire protection-Bldgs. 3 & 4		
FP-801	Fire protection details		

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 4 - Masonry
- Division 5 - Metals
- Division 6 - Wood & Plastics
- Division 7 - Thermal & Moisture Protection
- Division 9 - Finishes
- 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:

Two Million Eight Hundred Eighty-Six Thousand Dollars \$ 2,886,000.00

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:

**180 Consecutive calendar days from the commencement date stipulated on Document 00550: Notice To Proceed**

4.03.02 Preceding Substantial Completion, the following Milestone Dates are required to commence and be completed as follows:

<u>Phase</u>	<u>Commencement Date:</u>	<u>Required Substantial Completion Date</u>
N/A		

**4.04 Liquidated Damages for Substantial Completion:**

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due 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 per day

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, entitles, 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 thirty 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 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 percent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to 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: Herve Apollon
	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 Road Suite #905 Miami, FL 33136
Surety's Agent:	Hartford Casualty Insurance Company	501 Pennsylvania Parkway Suite #400 Indianapolis, IN 46280-0014
Project Consultant:	Song & Associates, Inc.	1545 Centrepark Dr. North West Palm Beach, FL 33401

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 use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

9.02.01 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

9.02.02 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed

through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

- 9.02.03 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.
- 9.02.04 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.
- 9.02.05 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, [colette.jones@browardschools.com](mailto:colette.jones@browardschools.com). Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.



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**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

  
Heather P. Brinkworth, Chair

ATTEST:

  
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 23 day of April, by Luis Garcia of LEGO construction, 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:

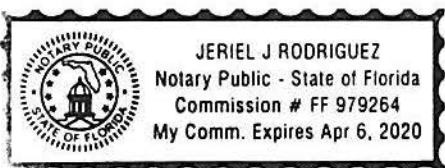
April 6, 2020

(SEAL)

[Signature]  
Signature of Notary Public

Jeriel Rodriguez  
Printed Name of Notary

FF 979264  
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:** Hartford Casualty Insurance Company

[Signature]  
\_\_\_\_\_

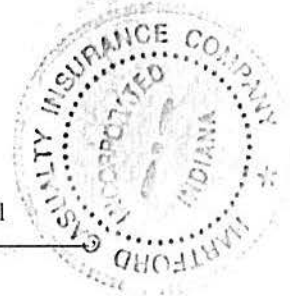
**By:** [Signature]  
\_\_\_\_\_

**Its:** Attorney-in-fact - Charles J. Nielson  
\_\_\_\_\_

**Date:** April 22, 2019  
\_\_\_\_\_

STATE OF Florida  
\_\_\_\_\_

COUNTY OF Miami-Dade  
\_\_\_\_\_



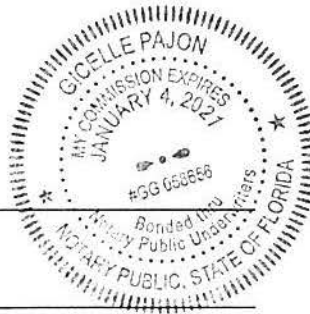
The foregoing instrument was acknowledged before me this 22nd day of April  
2019 by Charles J. Nielson of

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: January 4, 2021

(SEAL) [Signature]  
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](mailto: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 April 22, 2019.

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-4. /Construction Bid Recommendation of \$500,000 or Greater  
ITB 19-176C  
Bright Horizons Center, Deerfield Beach  
LEGO Construction Co.  
SMART Program Renovations  
Project No. P.001974

School Board Meeting: 07/23/2019

The financial impact of this item is \$2,886,000

- ( ) 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.
- (X) Comments: 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 \$1,893,100 will come from the Capital Projects Reserve. This increases the project budget from \$1,663,000 to \$3,556,100.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

  
Signature

5/14/2019  
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.