



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-3.

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

TITLE:

Construction Bid Recommendation of \$500,000 or Greater - ITB 19-139C - Dave Thomas Education Center East - Pompano Beach - Overholt Construction Corp. - SMART Program Renovations - Project No. P.001972

REQUESTED ACTION:

Approve the recommendation to award the Construction Agreement to Overholt Construction Corp. for the lump sum amount of \$2,202,967 and approve additional funding in the amount of \$1,861,494.

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 \$2,202,967. 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 \$1,861,494 will come from the Capital Projects Reserve. This increases the project budget from \$758,000 to \$2,619,494.

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
7/8/2019, 12:20:01 PM

Electronic Signature
Form #4189 Revised 06/05/2019
RWR/ FG/PDK/DJ:lcc

Approved In Open Board Meeting On:

JUL 23 2019

By: *Heather P. Burkhardt*
School Board Chair

EXHIBIT 1

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB 19-139C
Dave Thomas Education Center East, Pompano Beach
Overholt Construction Corp.
SMART Program Renovations
Project No. P.001972

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect(s):	The Tamara Peacock Company Architects of Florida, Inc.
Contractor(s):	Overholt Construction Corp.
Notice to Proceed Date:	Pending Board Approval
Budget:	See below

GENERAL OVERVIEW:

This item is requesting authorization to award a Lump Sum Contract for construction of the Dave Thomas Education Center East SMART Program Renovations to Overholt Construction Corp., in the amount of \$2,202,967. The scope of work for this project includes, but not limited to, HVAC improvements and building envelope improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on April 30, 2019 from a total of two (2) bidders. Procurement and Warehousing Services has recommended the award of the project to Overholt Construction Corp. as the lowest responsive, responsible bidder that met the specifications, terms and conditions of the bid (see Exhibit 2 for details).

The Construction Bid Recommendation for Dave Thomas Education Center East exceeds the available funds and requires additional funding in the amount of \$1,861,494 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:

Allocations of Project Funds	Previous Budget	Revised Budget	Net Change
Planning Design and Management	\$174,730	\$174,730	\$0
Construction Contract	\$510,700	\$2,202,967	\$1,692,267
Construction Contingency (10%)*	\$51,070	\$220,297	\$169,227
Construction Misc.**	\$21,500	\$21,500	\$0
Furnishings	\$0	\$0	\$0
Total	\$758,000	\$2,619,494	\$1,861,494

*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 the HVAC improvements that will require approximately \$1.4M.

Approximately 75% of the HVAC improvement overage is due to electrical, controls, test & balance, ductwork, miscellaneous switches and dampers, and ceiling repair which are ancillary items that were not identified in the 2014 Facilities Condition Assessment (MAPPS). The remainder is due to inadequate unit prices and inflation.

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 proposal received from Overholt Construction Corp. is believed to be the most cost-effective means of delivering this project.

Overholt Construction Corp. is not a certified Minority/Women Business Enterprise (M/WBE). However, Overholt Construction Corp. is a certified Small Business Enterprise (SBE) and has committed to M/WBE Participation of 31.25% for this project through the use of a certified M/WBE subcontractor.

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

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



Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB / RFP No.:	<u>19-139C</u>	Tentative Board Meeting Date*:	<u>TBD</u>
Hard Bid Title:	<u>DAVE THOMAS EDUCATIONAL CENTER EAST</u>	Notified:	<u>1657</u> Downloaded: <u>31</u>
	<u>SMART PROGRAM RENOVATIONS</u>	ITB / RFP Rec'd:	<u>2</u> No. Bids: <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	ITB / RFP Opening:	<u>April 30, 2019</u>
Fund:	<u>SMART</u>	Advertised Date:	<u>March 25, 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 on **May 30, 2019, @ 1:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP, 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 19-139C DAVE THOMAS EDUCATIONAL CENTER EAST SMART PROGRAM RENOVATIONS ON MARCH 25, 2019 AND TWO (2) PROPOSALS WERE RECEIVED:

LEGO CONSTRUCTION CO.
OVERHOLT CONSTRUCTION CORPORATION

BID REJECTION:
IN ACCORDANCE WITH THE DOCUMENT 00200: INSTRUCTIONS TO BIDDERS ARTICLE 1 SECTION 02-M, A BIDDER CAN BE DECLARED NON-RESPONSIVE IF FAILED TO PROPERLY SUBMIT A REQUIRED DOCUMENT. ARTICLE 4 SECTION 4-02 STIPULATES THAT EACH BID SHALL BE ACCOMPANIED BY A BID SECURITY IN THE FORM AND AMOUNT REQUIRED. IT IS RECOMMENDED THAT LEGO CONSTRUCTION CO. BE DECLARED NON-RESPONSIVE AS THE BIDDER DID NOT SUBMIT THE DOCUMENT 00420: BID SECURITY FORM.

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.

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.

BASED UPON THIS, TWO NEGOTIATION MEETINGS WERE EXECUTED WITH OVERHOLT CONSTRUCTION CORPORATION

OVERHOLT CONSTRUCTION CORPORATION PRESENTED A NEW PROPOSAL WHICH INCLUDES TWO OPTIONS:

OPTION 1- FOR THE LUMP SUM AMOUNT OF \$2,190,567 / 365 CALENDAR DAYS AND
OPTION 2 FOR THE LUMP SUM AMOUNT OF \$2,202,967 / 381 CALENDAR DAYS.

SUBSEQUENT TO THE NEGOTIATION MEETINGS, THE PROPOSAL WAS PRESENTED TO THE PRINCIPAL AND STAFF OF DAVE THOMAS EDUCATION CENTER- EAST TO DISCUSS THE OPTIONS IN REGARDS TO THE HVAC SYSTEM INSTALLATION. OPTION 2 WAS SELECTED AS THE MOST VIABLE AND LESS DISRUPTIVE FOR THE SCHOOL.

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



By: _____ Date: May 30, 2019
(Purchasing Agent)

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Dave Thomas Education Center

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
Music & Art Equipment		50,000				50,000	Music Equipment Replacement
Renovation		100,000				100,000	School Choice Enhancement
Renovation		385,000*				385,000	HVAC Improvements
Renovation		373,000*				373,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART Sub-Total		908,000				908,000	

Completed

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
SMART			45,000			45,000	Wireless Network Upgrade
SMART			62,000			62,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
Complete Sub-Total			107,000			107,000	

School Total	0	908,000	107,000	0	0	1,015,000
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*Project Scope Included:
 Year 2 total scope \$758,000
 Total value of scope \$758,000

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



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

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 23rd day of July, 2019 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

OVERHOLT CONSTRUCTION CORP.

(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.:	19-139C
Project No.:	P.001972
Location No.:	3697
Project Title:	SMART Program Renovations
Facility Name:	Dave Thomas Educational Center - East

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

1. Full re-roofing with LWIC and partial deck repair and extension of parapets. Included in the replacement:
 - a. Paint building exterior.
 - b. Remove exterior condenser units.
 - c. Remove existing split HVAC system and install single-packaged roof top RTU units.
 - d. Install dedicated outside air units.
 - e. Provide supply and exhaust air ductwork from DOA to RTU.

Constructed pursuant to drawings, specifications and other design documents prepared by The Tamara Peacock Company (Hereinafter referred to as **Project Consultant**).

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

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

ARTICLE 1. ENTIRE AGREEMENT

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the

Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

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

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

Drawing Number	Drawing Title	Revision No.	Date
G0.01	Cover Sheet	0	
G0.02	Sheet Index & General Notes/Legends	2	12/21/2018

ARCHITECTURAL

G1.01	Existing/Demo Site Plan	0	
G1.02	Site Phasing Plan	1	11/09/2018
G1.03	Enlarged Deo/New Site Plan	0	
A1.01	Overall New Work Floor Plan	0	
A2.01	Overall Existing/Demo RCP	1	11/09/2018
A3.00	Roof Views	0	
A3.01	Overall Existing/Demo Roof Plan	3	02/18/2019
A3.02	Overall New Work Roof Plan	3	02/18/2019
A3.03	Enlarged Gutter Plan	3	02/18/2019
A3.04	New Work Roof Calculations	0	
A3.05	Roof Details	3	02/18/2019
A3.06	Roof Details	3	02/18/2019
A3.07	Roof Details	3	02/18/2019
FS1.01	Life Safety Plan	2	12/21/2018
A3.08	Structural Roof Repair	0	
A4.01	New Work Exterior Elevations	3	02/18/2019

STRUCTURAL

S0.01	General Notes	0	
S1.01	Floor Plan	0	
S2.12	Roof Plan	0	
S5.01	Details	1	11/07/2018
S5.02	Details	0	

MECHANICAL

M0.01	Notes, Legends and Symbols	2	12/14/2018
MD1.01	Ground Floor Plan- Demo	0	
M1.01	Ground Floor Plan- New Work	1	11/07/2018
MD2.12	Roof Plan- Demo	0	
M2.12	Roof Plan- New Work	2	12/14/2018
M4.01	RTU Schedule	0	
M4.02	DOA Units Schedule	0	
M5.01	Mechanical Details	1	11/07/2018
M5.02	Mechanical Details	1	11/07/2018

ELECTRICAL

E0.01	Notes, Legends and Symbols	1	11/07/2018
ED1.01	Ground Floor Plan- Demo	1	11/07/2018
E1.01	Ground Floor Plan- New Work	1	11/07/2018
ED2.12	Roof Plan- Demo	1	11/07/2018
E2.12	Roof Plan- New Work	1	11/07/2018
E4.01	Electrical Riser, Details & Schedules	1	11/07/2018

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 and 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 Two Hundred Two Thousand Nine Hundred Sixty-Seven Dollars

\$ 2,202,967.00

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:

381 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 \$500.00 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, 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 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 \$500.00 per day
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5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

- 5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make 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:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Jorge Hernandez
	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:	OVERHOLT CONSTRUCTION CORP.	18635 SW 105 AVE MIAMI, FL 33157
Surety's Agent:	NORTH AMERICAN SPECIALTY INSURANCE COMPANY	1450 AMERICAN LN STE 1100 SCHAUMBURG, IL 60173
Project Consultant:	The Tamara Peacock Company	6500 N Andrews Avenue Fort Lauderdale, FL 33309

8.02 These addresses may be changed by either of the parties by written notice to the other party.

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

9.02 **e-Builder.** The Contractor shall 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 Programs Controls Support, telephone number (754) 321-1537, eBuilderLicense@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 with Programs Control Support. Additional training may be provided based on availability. 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.

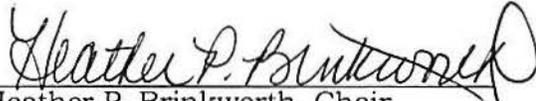
In witness thereof, the said Contractor, **OVERHOLT CONSTRUCTION CORP.**, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first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



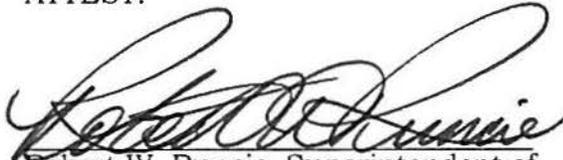
(Corporate Seal)

OWNER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA


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)

OVERHOLT CONSTRUCTION CORP.

By

Craig Overholt, President

Neal S. Pocquette
Vice President of Finance Or -
and Administration

, Secretary

Witness

Witness

CONTRACTOR NOTARIZATION

STATE OF FLORIDA

COUNTY OF MIAMI - DADE

The foregoing instrument was acknowledged before me this 23 day of July,
by CRAIG OVERHOLT of OVERHOLT CONSTRUCTION and,
NEALS. POCQUETTE of OVERHOLT CONSTRUCTION, on
behalf of the Contractor.

CRAIG OVERHOLT, and, NEALS. POCQUETTE are personally
known to me or produced _____ as identification
and did/did not first take an oath.

My commission expires:

Signature - Notary Public

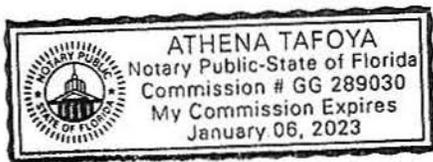
(SEAL)

Athena Tafuya

Printed Name of Notary

11/6/23

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: North American Specialty Insurance Company

[Handwritten Signature]

By: [Handwritten Signature]

Its: Eduardo A. Menendez, Attorney in Fact & FL Res Agent

Date: July 23rd, 2019



STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23 day of July,
2019 by Eduardo A. Menendez of
North American Specialty 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.

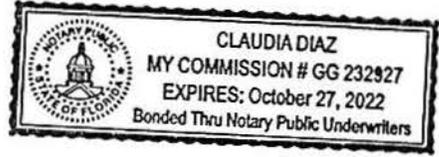
My commission expires: October 22, 2022

(SEAL)

[Handwritten Signature]
Signature – Notary Public

Claudia Diaz
Printed Name of Notary

GG232927
Notary's Commission No.



END OF DOCUMENT

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

WILLIAM L. PARKER, DAVOR I. MIMICA, ILEANA M. BAUZA, WILLIAM F. KLEIS, and EDUARDO A. MENENDEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



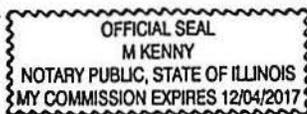
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of November, 2016.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois ss:
County of Cook

On this 1st day of November, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23 day of July, 2019.

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-3./Construction Bid Recommendation of \$500,000 or Greater
ITB 19-139C
Dave Thomas Education Center East, Pompano Beach
Overholt Construction Corp.
SMART Program Renovations
Project No. P.001972

School Board Meeting: 07/23/2019

The financial impact of this item is \$2,202,967

- () 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 \$1,861,494 will come from the Capital Projects Reserve. This increases the project budget from \$758,000 to \$2,619,494.

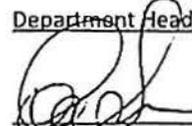
Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director


Signature

7/2/2019
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.