



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-10-15 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-2.

TITLE:

Construction Bid Recommendation of \$500,000 - ITB 18-204C - Sea Castle Elementary School - Miramar - CB Constructors, Inc. - SMART Program Renovations - Project No. P.001632

REQUESTED ACTION:

Approve the recommendation to award the Construction Agreement to CB Constructors, Inc. for the lump sum amount of \$2,971,072 and approve additional funding in the amount of \$1,508,179.

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: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The financial impact of approving this Construction Bid Recommendation is \$2,971,072. This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$1,508,179 will come from the Capital Projects Reserve. This increases the project budget from \$2,810,975 to \$4,319,154.

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 Heery Director	Phone: 754-321-4850

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Frank Girardi - Executive Director

Signature
Frank L. Girardi
10/8/2019, 3:48:10 PM

Approved In Open Board Meeting On:
By:

OCT 15 2019
Leatha P. Brinkworth
School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB 18-204C
Sea Castle Elementary School, Miramar
CB Constructors, Inc.
SMART Program Renovations
Project No. P.001632

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect(s):	Crain Atlantis Engineering, Inc.
Contractor(s):	CB Constructors, Inc.
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 Sea Castle Elementary School SMART Program Renovations to CB Constructors, Inc., in the amount of \$2,971,072. The scope of work for this project includes, but is not limited to, ADA Stage Lift, fire alarm, HVAC improvements, and building envelope improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on August 28, 2019 from a total of four (4) bidders. This bid was advertised on June 19, 2019 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
15	7	4	2

Procurement and Warehousing Services has recommended the award of the project to CB Constructors, Inc. 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 Sea Castle Elementary School exceeds the available funds and requires additional funding in the amount of \$1,508,179 to proceed with the SMART Program Renovations. Both the Designer and Atkins have 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	\$612,545	\$612,545	\$0
Construction Contract	\$1,600,000	\$2,971,072	\$1,371,072
Construction Contingency (10%)*	\$160,000	\$297,107	\$137,107
Construction Misc.**	\$438,430	\$438,430	\$0
Furnishings	\$0	\$0	\$0
Total	\$2,810,975	\$4,319,154	\$1,508,179

*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 \$600K of additional funds. The HVAC improvements will require approximately \$450K of additional funds. The fire alarm will require approximately \$300K of additional funds.

The overages associated with building envelope and fire alarm improvements are attributable to inadequate unit prices, insufficient budgets, and inflation.

Approximately 90% (\$400K) of the HVAC improvements overage is due to ductwork, ductwork liners, and ancillary items that are required to complete the original scope of work. In addition, two (2) water-cooled chillers were replaced on the campus in FY2017 utilizing \$383,879 of the project budget.

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 CB Constructors, Inc. is the most cost-effective means of delivering this project.

CB Constructors, Inc. is not a certified Minority/Women Business Enterprise (M/WBE). However, CB Constructors, Inc. has committed to M/WBE Participation of 43.76% for this project through the use of a certified M/WBE subcontractor.

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

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



RECOMMENDATION TABULATION

ITB / RFP No.: 18-204C Tentative Board Meeting Date*: TBD
 Hard Bid Title: SEA CASTLE ELEMENTARY SCHOOL Notified: 2741 Downloaded: 42
SMART PROGRAM RENOVATIONS ITB / RFP Rec'd: 4 No. Bids: 0
 For: OFFICE OF FACILITIES AND CONSTRUCTION ITB / RFP Opening: August 28, 2019
 Fund: SMART Advertised Date: June 19, 2019

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services, and www.Demandstar.com on **August 29, 2019 @ 6:00 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 18-204C SEA CASTLE ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON JUNE 19, 2019 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
15	7	4	2

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION
CB CONSTRUCTORS, INC.	NONE
OVERHOLT CONSTRUCTION CORP.	SBE
LEGO CONSTRUCTION CO.	S/MBE – HA
WEST CONSTRUCTION, INC.	NONE

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

CB CONSTRUCTORS, INC.

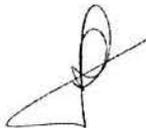
THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT WITH THE ABOVE RECOMMENDED PROPOSER.

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.

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 4.01 SECTION A STIPULATES THAT THE BID SHALL BE ACCOMPANIED BY THE DOCUMENT 00470: SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) SUBCONTRACTOR PARTICIPATION SCHEDULE, ONE DOCUMENT FOR EACH S/M/WBE SUBCONTRACTOR PARTICIPATING IN THE PROJECT. IT IS RECOMMENDED THAT WEST CONSTRUCTION, INC. BE DECLARED NON-RESPONSIVE AS THE BIDDER DID NOT SUBMIT COMPLETED DOCUMENTS FOR EACH PROPOSED S/M/WBE SUBCONTRACTOR.



By: _____ Date: August 29, 2019
(Purchasing Agent)

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Sea Castle Elementary School

Adopted District Educational Facilities Plan

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
ADA	Yr1	118,975 *				118,975	ADA Stage Lift
DEFP Program Sub-Total		118,975	0	0	0	118,975	

SMART Program

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Safety & Security	Yr3	76,433 *	175,567 *			252,000	Fire Alarm
Renovation	Yr3	60,661 *	139,339 *			200,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr1	Note 1 679,406 *	1,560,594 *			2,240,000	HVAC Improvements
SMART Program Sub-Total		816,500	1,875,500	0	0	2,692,000	

Completed

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr3	50,000				50,000	Music Equipment Replacement
SMART	Yr3	20,000				20,000	CAT 6 Data port Upgrade
SMART	Yr1	100,000				100,000	School Choice Enhancement
SMART	Yr3	91,000				91,000	Wireless Network Upgrade
SMART	Yr3	162,000				162,000	Additional computers to close computer gap
SMART	Yr3	26,000				26,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
Completed Sub-Total		449,000	0	0	0	449,000	
School Total		1,384,475	1,875,500	0	0	3,259,975	

*Project Scope Included:

Year 1 total scope \$798,381

Year 3 total scope \$137,094

Year 6 total scope \$1,875,500

Total value of scope \$2,810,975

Note 1: Included in Year 1-5 HVAC improvement budget, two (2) water-cooled chillers and pumps in the amount of \$383,879 were replaced in FY2017.

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 15th day of October, 2019 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

CB CONSTRUCTORS, INC.

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

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

Bid No.:	18-204C
Project No.:	P.001632
Location No.:	2871
Project Title:	SMART Program Renovations
Facility Name:	Sea Castle Elementary School

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

- Entire roofing to be replaced on Building No. 80 and 10.
- Entire roof decks with roof drains and scuppers to be cleaned and cleared from debris in the following building, 1, 3, 4, 5, 6, 8.
- Entire paint exterior building envelope on the following buildings, 3, 6 and, 8.
- Metal counter flashing is loose or damaged and should be repaired. Buildings 8, 9, and, 81.
- Install a new inclined chairlift, on building 2, room#204 for access to stage.
- Re-bolt existing access roof ladder in building 8, room 801A.
- Air handler units to be replaced in building 1, 2 and, 3.
- Complete test and balance of building 1, 2, 3, 4, 5, and 6 HVAC system.
- Replacement of the fan coil units at building 1, 2, 3, 4, 5 and 6.
- Replacement 2X2 exhaust hoods to be replaced in building 2.
- Replacement duct heaters to be replaced in building 2, 3, 4, and 5.
- Replacement of HVAC circulating pumps at building 2.
- Replacement of the HVAC controls at building 1, 2, 3, 4, 5, and 6.
- Replacement of the exterior condenser and interior air handlers at building 1.
- Replacement of the package rooftop unit at building 3.
- Replacement of the electric unit heaters at building 2 and 6.
- Provide new mini-split for server room 407A located in building 4.
- Replacement of fire alarm system for all buildings.

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

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

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

ARTICLE 1. ENTIRE AGREEMENT

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.
- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

2.02 The Drawings:

Drawing Number	Drawing Title	Revision No.	Revision Date
T-1.0	TITLE SHEET	REV. 1	02/23/2018
	ARCHITECTURAL		
A-1.0	ABBREVIATIONS AND SYMBOLS	REV. 1	02/23/2018
A-2.0	SITE PLANS	100% CD	12/14/2017
A-3.0	F.I.S.H. PLAN	100% CD	12/14/2017
A-4.0	SCOPE OF WORK OVERVIEW PLAN	100% CD	12/14/2017
A-5.0	BUILDING 2 - ADA CHAIR LIFT OVERVIEW & NOTES	100% CD	12/14/2017
A-5.1	BUILDING 2 - ADA CHAIR LIFT OVERVIEW & DETAILS	100% CD	12/14/2017
A-6.0	BUILDING 10 & 80 DEMOLITION ROOF PLAN	REV. 2	06/05/2018
A-6.1	BUILDING 10 & 80 NEW ROOF PLAN	REV. 4	04/15/2019
A-6.2	DETAILS	REV. 4	04/15/2019
A-6.3	DETAILS	REV. 4	04/15/2019
A-6.4	BUILDING 3 EXISTING ROOF PLAN	REV. 4	04/15/2019
A-6.5	BUILDING 4 EXISTING ROOF PLAN	REV. 4	04/15/2019
A-7.0	EXTERIOR ELEVATIONS	100% CD	12/14/2017
A-7.1	EXTERIOR ELEVATIONS	100% CD	12/14/2017

MECHANICAL		
M-001	MECHANICAL GENERAL NOTES & SYMBOLS	REV. 1 02/23/2018
DM-100	OVERALL DEMOLITION MECHANICAL FLOOR PLAN	100% CD 12/14/2017
DM-101	PARTIAL DEMO MECHANICAL FLOOR PLAN BUILDING 01	100% CD 12/14/2017
DM-102	PARTIAL DEMO MECHANICAL FLOOR PLAN BUILDING 02	100% CD 12/14/2017
DM-103	PARTIAL DEMO MECHANICAL FLOOR PLAN BUILDING 03	100% CD 12/14/2017
DM-104	PARTIAL DEMO MECHANICAL FLOOR PLAN BUILDING 04	100% CD 12/14/2017
DM-105	PARTIAL DEMO MECHANICAL FLOOR PLAN BUILDING 05	100% CD 12/14/2017
DM-106	PARTIAL DEMO MECHANICAL FLOOR PLAN BUILDING 06	100% CD 12/14/2017
DM-203	MECHANICAL DEMOLITION ROOF PLAN BUILDING 03	100% CD 12/14/2017
M-100	OVERALL MECHANICAL FLOOR PLAN	100% CD 12/14/2017
M-101	PARTIAL MECHANICAL FLOOR PLAN BUILDING 01	REV. 1 02/23/2018
M-102	PARTIAL MECHANICAL FLOOR PLAN BUILDING 02	REV. 1 02/23/2018
M-103	PARTIAL MECHANICAL FLOOR PLAN BUILDING 03	REV. 1 02/23/2018
M-104	PARTIAL MECHANICAL FLOOR PLAN BUILDING 04	REV. 1 02/23/2018
M-105	PARTIAL MECHANICAL FLOOR PLAN BUILDING 05	REV. 1 02/23/2018
M-106	PARTIAL MECHANICAL FLOOR PLAN BUILDING 06	REV. 1 02/23/2018
M-200	MECHANICAL ROOM ENLARGEMENT AND SECTION PLAN	REV. 1 02/23/2018
M-201	MECHANICAL ROOM ENLARGEMENT AND SECTION PLAN (CONT.)	REV. 1 02/23/2018
M-202	MECHANICAL ROOM ENLARGEMENT AND SECTION PLAN (CONT.)	REV. 1 02/23/2018
M-203	MECHANICAL ROOM ENLARGEMENT AND SECTION PLAN (CONT.)	REV. 1 02/23/2018
M-204	MECHANICAL ROOF PLAN BUILDING 04	100% CD 12/14/2017
M-300	MECHANICAL DETAILS	REV. 1 02/23/2018
M-301	MECHANICAL DETAILS CONTD.	REV. 1 02/23/2018
M-302	MECHANICAL CONTROLS	REV. 1 02/23/2018
M-303	MECHANICAL DETAILS CONTD.	100% CD 12/14/2017
M-400	MECHANICAL SCHEDULE	REV. 1 02/23/2018
M-401	MECHANICAL SCHEDULE CONTD.	REV. 1 02/23/2018
M-402	MECHANICAL SCHEDULE CONTD.	REV. 1 02/23/2018

ELECTRICAL		
E-001	ELECTRICAL GENERAL NOTES & SYMBOLS	REV. 1 02/23/2018
DE-100	OVERALL DEMOLITION ELECTRICAL FLOOR PLAN	100% CD 12/14/2017
DE-101	PARTIAL DEMOLITION ELECTRICAL FLOOR PLAN BUILDING 01	REV. 1 02/23/2018
DE-102	PARTIAL DEMOLITION ELECTRICAL FLOOR PLAN BUILDING 02	REV. 1 02/23/2018
DE-103	PARTIAL DEMOLITION ELECTRICAL FLOOR PLAN BUILDING 03	REV. 1 02/23/2018
DE-104	PARTIAL DEMOLITION ELECTRICAL FLOOR PLAN BUILDING 04	REV. 1 02/23/2018
DE-105	PARTIAL DEMOLITION ELECTRICAL FLOOR PLAN BUILDING 05	REV. 1 02/23/2018
DE-106	PARTIAL DEMOLITION ELECTRICAL FLOOR PLAN BUILDING 06	REV. 1 02/23/2018
DE-300	OVERALL DEMOLITION FIRE ALARM FLOOR PLAN	100% CD 12/14/2017
DE-301	PARTIAL DEMOLITION FIRE ALARM FLOOR PLAN BUILDING 01	REV. 1 02/23/2018
DE-302	PARTIAL DEMOLITION FIRE ALARM FLOOR PLAN BUILDING 02	100% CD 12/14/2017
DE-303	PARTIAL DEMOLITION FIRE ALARM FLOOR PLAN BUILDING 03	100% CD 12/14/2017
DE-304	PARTIAL DEMOLITION FIRE ALARM FLOOR PLAN BUILDING 04	100% CD 12/14/2017
DE-305	PARTIAL DEMOLITION FIRE ALARM FLOOR PLAN BUILDING 05	100% CD 12/14/2017
DE-306	PARTIAL DEMOLITION FIRE ALARM FLOOR PLAN BUILDING 06	100% CD 12/14/2017
DE-307	PARTIAL DEMOLITION FIRE ALARM FLOOR PLAN BUILDING 07	100% CD 12/14/2017
E-100	OVERALL ELECTRICAL FLOOR PLAN	100% CD 12/14/2017
E-101	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 01	REV. 1 02/23/2018
E-102	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 02	REV. 1 02/23/2018
E-103	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 03	REV. 1 02/23/2018
E-104	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 04	100% CD 12/14/2017
E-105	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 05	100% CD 12/14/2017
E-106	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 06	100% CD 12/14/2017
E-203	ELECTRICAL ROOF PLAN BUILDING 3	REV. 1 02/23/2018
E-204	ELECTRICAL ROOF PLAN BUILDING 4	REV. 1 02/23/2018
E-300	OVERALL FIRE ALARM FLOOR PLAN	100% CD 12/14/2017
E-301	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 01	REV. 3 09/06/2018
E-302	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 02	REV. 3 09/06/2018
E-303	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 03	REV. 3 09/06/2018
E-304	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 04	REV. 3 09/06/2018
E-305	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 05	REV. 3 09/06/2018

E-306	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 06	REV. 3	09/06/2018
E-307	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 8,80, 81	REV. 3	09/06/2018
E-400	FIRE ALARM RISER DIAGRAM	REV. 1	02/23/2018
E-500	ELECTRICAL PANEL SCHEDULES	REV. 1	02/23/2018
E-501	ELECTRICAL PANEL SCHEDULES CONDT.	REV. 2	06/05/2018

PLUMBING

P-001	PLUMBING GENERAL NOTES & SYMBOLS	REV. 1	02/23/2018
P-100	OVERALL PLUMBING FLOOR PLAN	100% CD	12/14/2017
P-101	PARTIAL PLUMBING FLOOR PLAN BUILDING 01	100% CD	12/14/2017
P-102	PARTIAL PLUMBING FLOOR PLAN BUILDING 02	100% CD	12/14/2017
P-103	PARTIAL PLUMBING FLOOR PLAN BUILDING 03	100% CD	12/14/2017
P-104	PARTIAL PLUMBING FLOOR PLAN BUILDING 04	100% CD	12/14/2017
P-105	PARTIAL PLUMBING FLOOR PLAN BUILDING 05	100% CD	12/14/2017
P-106	PARTIAL PLUMBING FLOOR PLAN BUILDING 06	100% CD	12/14/2017
P-200	PLUMBING DETAILS	REV. 1	02/23/2018

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 & Plastic
- Division 7 – Thermal & Moisture Protection
- Division 9 – Finishes
- Division 10 – Specialties
- Division 13 – Special Construction
- Division 14 – Conveying Systems
- Division 15 – Mechanical
- Division 16 – Electrical

ARTICLE 3. CONTRACT SUM

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the lump-sum amount of:

Two Million Nine Hundred Seventy-One Thousand Seventy-Two Dollars
\$2,971,072.00

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.

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 **Final Completion:**

- 5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.
- 5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.
- 5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

- 5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of: \$ 500

Five Hundred Dollars

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one Milestone Date; the final completion date and liquidated damages amount for each Milestone Date shall be as follows:

Each Milestone	Five Hundred Dollars \$500.00 per day
----------------	---------------------------------------

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

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

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

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

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

5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.

5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

ARTICLE 6. TIME AND DELAYS.

6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.

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

6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 7. CONTRACT BONDS

7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.

7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.

7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.

7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.

7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

ARTICLE 8. NOTICES

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

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: Aldo Gonzalez

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:	CB CONSTRUCTORS, INC.	2251 BLOUNT ROAD POMPANO BEACH, FL 33069
Surety's Agent:	Travelers Casualty And Surety Company of America	1 Tower Square Hartford, CT 06183
Project Consultant:	Crain Atlantis Engineering, Inc.	210 S.W Natura Avenue Deerfield Beach, Florida 33441

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

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

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

9.02 **e-Builder.** The Contractor shall 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 the 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 the 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, **CB CONSTRUCTORS, INC.**, 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)

CB CONSTRUCTORS, INC.

By [Signature]
Michael C. Taylor, President

_____, Secretary
Or - [Signature]
Witness - Amanda LaFevers
[Signature]
Witness - Heather Winkler

CONTRACTOR NOTARIZATION

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of October, 2019,
by Michael C. Taylor of CB Constructors, Inc., and,
_____ of _____, on
behalf of the Contractor.

Amanda LaFevers, and, Heather Winkler are personally
known to me or produced _____ as identification
and did/did not first take an oath.

My commission expires:

[Signature]
Signature - Notary Public

(SEAL)

Kristina Interlandi
Printed Name of Notary
GG 144211
Notary's Commission No.

 Kristina Interlandi
Commission # GG144211
Expires: September 19, 2021
Bonded thru Aaron Notary

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: Travelers Casualty and Surety Company of America

[Signature]
[Signature]

By: [Signature] William Griffin

Its: Attorney-In-Fact

Date: September 30, 2019

STATE OF FLORIDA

COUNTY OF MIAMI-DADE



The foregoing instrument was acknowledged before me this 30th day of September,
2019 by William Griffin of
Travelers Casualty and Surety Company of America, on behalf of the Surety.

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

My commission expires: May 16, 2021



(SEAL)

[Signature]
Signature - Notary Public

Vivian Santiago
Printed Name of Notary

GG 104601
Notary's Commission No.

END OF DOCUMENT



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Griffin** of **MIAMI Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

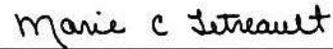
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

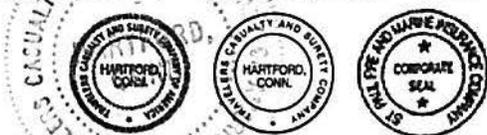
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

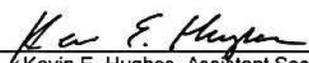
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of September, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-2./Construction Bid Recommendation of \$500,000 or Greater
 ITB 18-204C
 Sea Castle Elementary School, Miramar
 CB Constructors, Inc.
 SMART Program Renovations
 Project No. P.001632

School Board Meeting: 10/15/2019

The financial impact of this item is \$2,971,072

- () This project has not been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). 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 4, 2019). There is no impact to the project budget.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). 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 4, 2019). 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 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$1,508,179 will come from the Capital Projects Reserve. This increases the project budget from \$2,810,975 to \$4,319,154.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director


 Signature

9/26/2019
 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.