



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

JJ-1.

MEETING DATE	2019-12-10 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Construction

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

TITLE:

Construction Bid Recommendation of \$500,000 or Greater - ITB 19-140C - Maplewood Elementary School - Coral Springs - Lunacon Engineering Group, Corp. - SMART Program Renovations - Project No. P.001639

REQUESTED ACTION:

Approve the recommendation to award the Construction Agreement to Lunacon Engineering Group, Corp. for the lump sum amount of \$3,507,115 and approve additional funding in the amount of \$2,295,826.

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 \$3,507,115. 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 \$2,295,826 will come from the Capital Projects Reserve. This increases the project budget from \$2,279,629 to \$4,575,455.

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, Director, Constr.	Phone: 754-321-1532
Name: Daniel Jardine, Director, CBRE Heery	Phone: 754-321-4850

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

Frank Girardi - Executive Director

Signature

Frank L. Girardi
11/22/2019, 3:01:38 PM

Electronic Signature

Form #4189 Revised 07/25/2019
RWR/ FG/PDK/DJ:lcc

Approved In Open Board Meeting On:

DEC 10 2019

By:

Donna K...
School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB 19-140C
Maplewood Elementary School, Coral Springs
Lunacon Engineering Group, Corp.
SMART Program Renovations
Project No. P.001639

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect(s):	M.C. Harry and Associates, Inc.
Contractor(s):	Lunacon Engineering Group, 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 Maplewood Elementary School SMART Program Renovations to Lunacon Engineering Group, Corp., in the amount of \$3,507,115. The scope of work for this project includes, but is not limited to, ADA restrooms and fire sprinklers at restrooms, fire alarm, and building envelope improvements. Scope to provide fire sprinklers to Buildings 1, 2, 4, 5, and 80 was reviewed by the previous District's Chief Fire Official who determined that Building 1 was the only building that required fire sprinklers. Buildings 2, 4, 5, and 80 did not require fire sprinklers, therefore this scope of work was removed from the construction documents prior to bidding.

There are two (2) separate projects with 2 separate project numbers to be performed at Maplewood Elementary School. It was determined that these 2 projects would be combined and awarded to one (1) construction company, who would be the lowest, responsive and responsible bidder, meeting the specifications, terms, and conditions of the bid. Project No. P.001639 has been designed by M.C. Harry and Associates, Inc. using the Professional Services Agreement approved by the Board on June 21, 2016 (Agenda Item JJ-7). Project No. P.001998 has been designed by Song & Associates, Inc. using the Professional Services Agreement Package A, approved by the Board on December 5, 2017 (Agenda Item JJ-1). This item speaks to Project No. P.001639. These projects were bid together, but under two separate contracts (JJ-1 and JJ-2). Please see JJ-2 for corresponding bid recommendation under ITB 19-140C.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on August 8, 2019 from a total of four (4) bidders. This bid was advertised on June 26, 2019 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
9	4	4	3

Procurement and Warehousing Services has recommended the award of the project to Lunacon Engineering Group, 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 Maplewood Elementary School exceeds the available funds and requires additional funding in the amount of \$2,295,826 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 funding allocation. These funding overages are included in the SMART Program Forecast. The following summarizes the previous and revised funding allocations:

Allocations of Original Project Funds	Previous Amount	Revised Amount	Net Change
Planning Design and Management	\$633,629	\$633,629	\$0
Construction Contract	\$1,420,000	\$3,507,115	\$2,087,115
Construction Contingency (10%)*	\$142,000	\$350,711	\$208,711
Construction Misc.**	\$84,000	\$84,000	\$0
Furnishings	\$0	\$0	\$0
Total	\$2,279,629	\$4,575,455	\$2,295,826

*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
 Note: Bid is 6% over the Atkins estimate. Net Change is 100.7% over the Previous Amount.

The request for additional funding is a result of continued overages to the originally allocated funds. The most significant overage is associated with building envelope improvements that will require approximately \$2M of additional funds. The fire alarm will require approximately \$100K of additional funds.

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 Lunacon Engineering Group, Corp. is the most cost-effective means of delivering this project.

Lunacon Engineering Group, Corp. is a certified Minority/Women Business Enterprise (M/WBE) and has committed to M/WBE Participation of 15% for this project.

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](#).



ITB #: 19-140C Tentative Board Meeting Date*: TBD

Hard Bid Title: MAPLEWOOD ELEMENTARY SCHOOL # Notified: 1694 # Downloaded: 36
SMART PROGRAM RENOVATIONS # of Responses Rec'd: 4 # of "No Bids": 0

For: OFFICE OF FACILITIES AND CONSTRUCTION Select One Opening Date: August 8, 2019
 (School/Department)

Fund: SMART Advertised Date: June 26, 2019

POSTING OF Select One RECOMMENDATION/TABULATION: Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on August 9, 2019 @ 04:00PM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID 19-140C MAPLEWOOD ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON JUNE 26, 2019 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
9	4	4	3

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION
LUNACON CONSTRUCTION GROUP, CORP.	S/MBE – HA
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:

LUNACON CONSTRUCTION GROUP, CORP.

IN THE BEST INTEREST FOR THE SCHOOL DISTRICT, IT IS RECOMMENDED THAT THE LISTED LOWER BIDDER BE RECOMMENDED FOR AWARD IN THE AMOUNT OF ITS LUMP-SUM BID.

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT.

By: Louis E. Percy Date: August 9, 2019
 (Purchasing Agent)

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

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

Maplewood 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	955,505 *				955,505	ADA Restrooms & Fire Sprinkler @ Restrooms
DEFP Program Sub-Total		955,505	0	0	0	955,505	

SMART Program

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Safety & Security	Yr1	293,695 *				293,695	Fire Alarm
Renovation	Yr3	35,131	68,869			104,000	HVAC Improvements
Renovation	Yr4	87,153	170,847			258,000	Media Center improvements
Renovation	Yr1	1,030,429 *				1,030,429	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART Program Sub-Total		1,446,408	239,716	0	0	1,686,124	

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	Yr1	100,000				100,000	School Choice Enhancement
SMART	Yr1	85,000				85,000	Wireless Network Upgrade
SMART	Yr1	14,000				14,000	CAT 6 Data port Upgrade
SMART	Yr1	84,000				84,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART	Yr1	148,000				148,000	Additional computers to close computer gap
Completed Sub-Total		481,000	0	0	0	481,000	

School Total		2,882,913	239,716	0	0	3,122,629	
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*Project Sopce Included:
 Year 1 total scope \$2,279,629
 Total value of Scope \$2,279,629

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 10th day of December, 2019 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

LUNACON ENGINEERING GROUP, 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.:	19-140C
Project(s) No.:	P.001639
Location No.:	2741
Project Title:	SMART Program Renovations
Facility Name:	Maplewood Elementary School

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

- Renovation of male and female group restrooms 159 & 160.
- Provide new fire sprinklers for building 1.
- Replace existing fire alarm system with new, including upgrades to the main panel and all required devices for the entire school campus.
- Re-roof and related repairs and MEP items to Buildings 1, 2,3,4,5,6, and 80.

Constructed pursuant to drawings, specifications, and other design documents prepared by MC Harry and Associates, Inc. (Hereinafter referred to as **Project(s) 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
A-0.01	Cover	3	3-12-19
A-0.01	Index Sheet – Abbreviations & Symbols	3	3-12-19
A-0.02	General Notes and Code	2	12-11-18
CIVIL			
C1.0	Water Distribution Plan	1	10-3-18
C2.0	General Notes and Specification		
C2.1	Water Details		
C2.2	Water Details		
C2.3	Water Details		
ARCHITECTURAL			
A1.00	Site Plan and Water Main Overall Scope		
A1.01	Overall – Fire Sprinkler-Fire Alarm		
A1.02	Reroofing Overall Scope Plan		
A5.00	Demo, New, Demo RCP Plans and Elevs – Rooms 159 & 160	1	10-30-18
A6.00	Signage and Details	1	10-30-18
A9.01	Roofing and Overall Scope Plan		
A9.10	Bldg 1 Roof Plan Demo	2	12-11-18
A9.11	Bldg 1 Roof Plan New	3	3-12-19
A9.12	Bldg 2, 4, 5, Roof Olan Demo and New	3	3-12-19
A9.13	Bldg 6, 80, Roof Plan Demo and New	3	3-12-19
A9.14	Bldg 1 Roof Images	1	10-30-18
A9.15	Roof Details	3	3-12-19
A9.16	Roof Details	3	3-12-19
A9.17	Roof Details	3	3-12-19
A9.18	Roof Details	3	3-12-19

	STRUCTURAL		
S1.00	Structural Details	1	10-23-18
S1.01	Structural Details		
	MECHANICAL		
M001	Mechanical Legends and General Notes	2	12-06-18
P201	Mechanical Demo and Renovation Floor Plan	2	12-06-18
M202	Mechanical Roof Plan – Bldg 1	1	10-23-18
M203	Mechanical Roof Plan - Bldg 2, 4, & 5	1	10-23-18
	ELECTRICAL		
E001	Electrical Symbols and Legends		
E002	Electrical Symbols and Legends		
E100	Electrical Site Plan		
ED201	Electrical Floor Plan and Building 1 Demo		
ED202	Electrical Floor Plan and Building 2, 4, 5 & 80 Demo		
ED203	Electrical Renovation Floor Plan Bldgs 6 & 99		
ED301	Electrical Floor Plan Building 1 Demo Lighting	1	10-23-18
ED401	Roof Plans Demolition		
E201	Floor Plan Bldg 1 Renovation	2	12-06-18
E202	Floor Plan Bldgs 2, 4, 5 & 80 Renovation		
E203	Electrical Renovation Floor Plan Bldg 6 & 99		
E301	Electrical Building 1 Room 159 & 160 Photometrics		
E401	Roof Plan Renovation		
E501	Fire Alarm Riser	1	10-23-18
E502	Fire Alarm Riser	1	10-23-18
E601	Details		
E602	Details		
E603	Details		
E701	Power One-Line Diagram	1	10-23-18
E702	Schedules	1	10-23-18
	PLUMBING		
P001	Plumbing General Notes and Schedules		
PD201	Plumbing Domestic Water Demo Plan		
PD202	Plumbing Demo Sanitary Plan		
P201	Plumbing Domestic Water New Work Plan	1	10-23-18
P202	Plumbing Sanitary New Work Plan		
P203	Plumbing Roof Plan – Bldg 1		
P601	Plumbing Risers and Details	1	10-23-18
	FIRE PROTECTION		
FP0.01	Fire Protection Legend and Notes	1	10-23-18
FP1.00	Fire Protection Site Plan		
FP2.01	Fire Protection Renovation Plan Bldg 1	1	10-23-18
FP2.02	Fire Protection Renovation Plan Bldg 1	1	10-23-18
FP6.01	Fire Protection Details	1	10-23-18

2.03 The Project Manual:

- Division 0 – Documents
- Division 1 – General Requirements
- Division 2 – Site Work
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood & Plastic
- Division 7 – Thermal & Moisture Protection
- Division 8 – Equipment
- Division 9 – Finishes
- Division 10 – Specialties
- 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:

Three Million Five Hundred Seven Thousand One Hundred Fifteen Dollars

\$ 3,507,115.00

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:

340 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

- 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: Tina Willard
	AND Director Procurement & Warehousing Services	Mary C. Coker Procurement & Warehousing Services Department

	The School Board of Broward County, Florida	7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	LUNACON ENGINEERING GROUP, CORP.	16890 South Dixie Highway Miami, FL 33157
Surety's Agent:	Berkley Insurance Company	The Corporation Trust Company Corporation Trust Center 1209 Orange St Wilmington, DE 19801
Project(s) Consultant:	MC Harry and Associates, Inc.	2780 SW Douglas Rd. Suite 302 Miami, Florida 33133

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, **LUNACON ENGINEERING GROUP, 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.

OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:



Donna P. Korn, Chair



Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content



Office of the General Counsel



CONTRACTOR

(Corporate Seal)

LUNACON ENGINEERING GROUP, CORP

By Patricia Bonilla

Patricia Bonilla, President

Secretary

Or [Signature]

Witness Claudia Santana

Witness Vanessa Mata

CONTRACTOR NOTARIZATION

STATE OF FL

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 26 day of August 2019 by Patricia Bonilla of Lunacon Construction Group of _____, on behalf of the Contractor.

Claudia Santana, and, Vanessa Mata 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)

Sergio Santana
Printed Name of Notary



Sergio Santana
COMMISSION # GG263356
EXPIRES: Nov. 5, 2022
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: Berkley Insurance Company

[Signature]
Olga Iglesias

By: *[Signature]*
Its: Charles J. Nielson, Atty.-In-Fact
Date: September 9, 2019



STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 9th day of September,
2019 by Charles J. Nielson/Attorney-In-Fact of
Berkley Insurance Company, on behalf of the Surety.

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

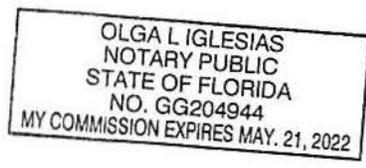
My commission expires:

(SEAL)

[Signature]
Signature - Notary Public

Olga Iglesias
Printed Name of Notary

Notary's Commission No.



END OF DOCUMENT

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Charles J. Nielson; Charles D. Nielson; Joseph P. Nielson; or Jarrett Merlucci of Nielson & Company, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19th day of April, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 19th day of April, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9th day of September, 2019.

(Seal)

Vincent P. Forte
Vincent P. Forte
SEAL
DELAWARE

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-1./Construction Bid Recommendation of \$500,000 or Greater
ITB 19-140C
Maplewood Elementary School, Coral Springs
Lunacon Engineering Group, Corp.
SMART Program Renovations
Project No. P.001639

School Board Meeting: 12/10/2019

The financial impact of this item is \$3,507,115

- () 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.

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 \$2,295,826 will come from the Capital Projects Reserve. This increases the project budget from \$2,279,629 to \$4,575,455.

<u>Department Name</u>	<u>Department Head</u>	<u>Department Head</u>
Capital Budget	Omar Shim, Director	 Signature
		<u>11/19/2019</u> 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.