



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-2.

MEETING DATE	2020-02-19 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Construction

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

TITLE:
Construction Bid Recommendation of \$500,000 or Greater - ITB 18-202C - Hollywood Park Elementary School - Hollywood - Burke Construction Group, Inc. - SMART Program Renovations - Project No. P.001788

REQUESTED ACTION:
Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of \$5,227,500 and approve additional funding in the amount of \$2,780,250.

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 CBR is \$5,227,500. 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 \$2,780,250 will come from the Capital Projects Reserve. This increases the project budget from \$4,185,000 to \$6,965,250. In the event the SMART Funding Reserve is not adequate to cover budgetary increases, funding will come from the unallocated reserves.

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, Construction	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
2/12/2020, 6:33:51 AM

Approved In Open Board Meeting On:

FEB 19 2020

By: *Dana Lee*
School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB 18-202C
Hollywood Park Elementary School, Hollywood
Burke Construction Group, Inc.
SMART Program Renovations
Project No. P.001788

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	CSA Central, Inc.
Contractor:	Burke Construction Group, 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 Hollywood Park Elementary School SMART Program Renovations to Burke Construction Group, Inc., in the amount of \$5,227,500. The scope of work for this project includes, but is not limited to, HVAC improvements, media center improvements, building envelope improvements, and electrical improvements. Scope to provide fire sprinklers to Buildings 1, 2, 3, and 4 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, 3 and 4 did not require fire sprinklers, therefore, this scope of work was removed from the construction documents prior to bidding.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on January 14, 2020 from a total of three (3) bidders. This bid was advertised on December 2, 2019 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
15	8	3	2

Procurement and Warehousing Services has recommended the award of the project to Burke Construction Group, 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 Hollywood Park Elementary School exceeds the available funds and requires additional funding in the amount of \$2,780,250 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	\$1,065,000	\$1,065,000	\$0
Construction Contract	\$2,700,000	\$5,227,500	\$2,527,500
Construction Contingency (10%)*	\$270,000	\$522,750	\$252,750
Construction Misc. **	\$150,000	\$150,000	\$0
Furnishings	\$0	\$0	\$0
Total	\$4,185,000	\$6,965,250	\$2,780,250

*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 14.2% under the Atkins estimate. Net Change is 66% over the Previous Amount.

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with building envelope improvements that will require approximately \$1.9M of additional funds. The HVAC improvements that will require approximately \$600K 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 Burke Construction Group, Inc. is the most cost-effective means of delivering this project.

Burke Construction Group, Inc. is not a certified Minority/Women Business Enterprise (M/WBE). However, Burke Construction Group, Inc. has committed to 25.26% minority participation for this project through the use of a certified Minority Business Enterprise-Hispanic-American (MBE-HA) and Women Business Enterprise (WBE) subcontractors.

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 #:	<u>18-202C</u>	Tentative Board Meeting Date*:	<u>TBD</u>
Hard Bid Title:	<u>HOLLYWOOD PARK ELEMENTARY SCHOOL</u> <u>SMART PROGRAM RENOVATIONS</u>	# Notified:	<u>1591</u> # Downloaded: <u>39</u>
		# of Responses Rec'd:	<u>3</u> # of "No Bids": <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u> (School/Department)	Bid Opening Date:	<u>JANUARY 14, 2020</u>
Fund:	<u>SMART</u>	Advertised Date:	<u>December 2, 2019</u>

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on January 16, 2020 @ 04:30 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 decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

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

RECOMMENDATION TABULATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID 18-202C HOLLYWOOD PARK ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON DECEMBER 2, 2019 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
15	8	3	2

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION
LEGO CONSTRUCTION CO.	S/MBE-H-A
OAC ACTION CONSTRUCTION, CORP	S/MBE-HA
BURKE CONSTRUCTION GROUP, 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:

BURKE CONSTRUCTION GROUP, INC.

By: *Luis E. Perez* Date: January 16, 2020
(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.

Hollywood Park 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
There are no active DEFP projects for this location.						0	

SMART Program

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Safety & Security	Yr2	669,000*				669,000	Fire Sprinklers
Renovation	Yr2	1,068,000*				1,068,000	HVAC Improvements
Renovation	Yr2	283,000*				283,000	Media Center improvements
Renovation	Yr2	1,500,000*				1,500,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr2	665,000*				665,000	Electrical Improvements
Renovation	Yr2	100,000				100,000	School Choice Enhancement
SMART Program Sub-Total		4,285,000	0	0	0	4,285,000	

Completed

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr2	50,000				50,000	Music Equipment Replacement
SMART	Yr2	13,000				13,000	CAT 6 Data port Upgrade
SMART	Yr2	59,000				59,000	Wireless Network Upgrade
SMART	Yr2	121,000				121,000	Additional computers to close computer gap
Completed Sub-Total		243,000	0	0	0	243,000	

School Total		4,528,000	0	0	0	4,528,000	
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*Project Scope Included:
 Year 2 total scope \$4,185,000
 Total value of scope \$4,185,000

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



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

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 19 day of February 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

BURKE CONSTRUCTION GROUP, 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.:	18-202C
Project No.:	P.001788
Location No.:	1761
Project Title:	SMART Program Renovations
Facility Name:	Hollywood Park Elementary School

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

- Building envelope improvements,
- Fire sprinkler installation and,
- HVAC improvements.

Constructed pursuant to drawings, specifications and other design documents prepared by CSA Central, 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
SURVEY			
SH-1	BOUNDARY & TOPOGRAPHIC SURVEY		
CIVIL			
CS100	GENERAL NOTES AND SPECIFICATIONS	4	04/01/2019
CD 101	DEMOLITION PLAN	4	04/01/2019
CS101	FIRE PROTECTION SITE PLAN	4	04/01/2019
CS 102	FIRE PROTECTION SIGNAGE	4	04/01/2019
CS 103	STORMWATER POLLUTION PREVENTION PLAN	4	04/01/2019
CS 501	FIRE PROTECTION DETAILS (1OF 2)		
CS 502	FIRE PROTECTION DETAILS (2 OF 2)		
CS 503	FIRE PROTECTION AND STORMWATER POLLUTION PREVENTION DETAILS		
STRUCTURAL			
SB001	STRUCTURAL NOTES	1	08/15/2018
SB002	ROOF WIND DIAGRAMS LAYOUT - BLDG. No. 1 & No. 3	1	08/15/2018
SB003	ROOF WIND DIAGRAMS LAYOUT - BLDG. No. 2 & No. 4	1	08/15/2018
SB501	MISCELLANEOUS DETAILS	4	04/01/2019
ARCHITECTURAL			
A100	SITE PLAN	4	04/01/2019
A001	LIMITED LIFE SAFETY PLAN	4	04/01/2019
A001-1	GENERAL NOTES	4	04/01/2019
A101	OVERALL BUILDING FLOOR PLANS		
A102	OVERALL REFLECTED CEILING PLAN		
A103	ENLARGED REFLECTED CEILING PLAN		
A104	REFLECTED CEILING PLAN ENLARGED PLAN		
A105	REFLECTED CEILING PLAN ENARGED PLAN		

A106	ENLARGED REFLECTED CEILING PLAN		
A107	OVERALL ROOF PLAN - DEMOLITION	4	04/01/2019
A108	ROOF PLAN - DEMOLITION EXISTING BUILDING NO 1 & NO 3	4	04/01/2019
A109	ROOF PLAN - DEMOLITION EXISTING BUILDING NO 2, NO 3, & NO 4	4	04/01/2019
A109.A	EXISTING ROOFING COMPONENTS FOR BUILDINGS 1, 2, 3, & 4	4	04/01/2019
A110	OVERALL ROOF PLAN NEW CONSTRUCTION	4	04/01/2019
A111	ROOF PLAN NEW CONSTRUCTION EXISTING BUILDING NO 1 & NO 3	4	
A112	ROOF PLAN NEW CONSTRUCTION EXISTING BUILDING N 2, NO 3 & N44		04/01/2019
A113	EXISTING ROOF PHOTOGRAPHS		
A201	EXTERIOR BUILDING ELEVATIONS		
A202	EXTERIOR BUILDING ELEVATIONS		
A301	SECTIONS	4	04/01/2019
A401	MEDIA CENTER DEMOLITION & NEW CONSTRUCTION PLAN		
A402	MEDIA CENTER REFLECTED CEILING PLAN DEMOLITION & NEW CONSTRUCTION	4	04/01/2019
A403	TOILETS ENLARGED PLANS & INTERIOR ELEVATIONS	4	04/01/2019
A404	MECHANICAL ROOM CONCRETE PAD ENLARGED PLANS		
A501	ROOF DETAILS	4	04/01/2019
A502	DETAILS	4	04/01/2019
A503	DETAILS	4	04/01/2019
A504	DETAILS	4	04/01/2019
A601	DOOR, WINDOW SCHEDULES AND DETAILS	4	04/01/2019

FIRE PROTECTION

FP001	FIRE PROTECTION SYMBOLS, ABBREVIATIONS AND NOTES		
FP101.1	BUILDING NO 1 FIRE PROTECTION PARTIAL FLOOR PLAN		
FP101.2	BUILDING NO 1 FIRE PROTECTION PARTIAL FLOOR PLAN		
FP102.1	BUILDING NO 2 FIRE PROTECTION PARTIAL FLOOR PLAN		
FP102.2	BUILDING NO 2 FIRE PROTECTION PARTIAL FLOOR PLAN		
FP103.1	BUILDING NO 3 & 4 FIRE PROTECTION FLOOR PLAN		
FP501	FIRE PROTECTION DETAILS		
FP502	FIRE PROTECTION DETAILS		
FP601	FIRE PROTECTION SCHEDULES AND RISER DIAGRAMS	4	04/01/2019

PLUMBING

PL001	GENERAL NOTES, SYMBOLS AND ABBREVIATIONS	4	04/01/2019
PL101D	OVERALL FLOOR PLAN -RAINWATER DRAINAGE DEMOLITION	4	04/01/2019
PL101	OVERALL FLOOR PLAN -RAINWATER DRAINAGE PLAN	4	04/01/2019
PL102	NEW CONSTRUCTION ROOF DRAIN WATER DRAINAGE	4	04/01/2019
PL401	ENLARGED TOILET PLAN PLUMBING DEMOLITION	4	04/01/2019
PL402	ENLARGED TOILET PLAN PROPOSED PLUMBING	4	04/01/2019
PL601	PLUMBING SCHEDULES AND DETAILS	4	04/01/2019
PL901	SANITARY AND WATER DISTRIBUTION ISOMETRICS	4	04/01/2019

MECHANICAL

M001	MECHANICAL SYMBOLS LEGEND AND GENERAL NOTES		
M002	MECHANICAL SYMBOLS LEGEND AND GENERAL NOTES		
M100	MECHANICAL SITE PLAN		
MD201	MECHANICAL DEMO PARTIAL FLOOR PLAN - BLD.1		
MD202	MECHANICAL DEMO PARTIAL FLOOR PLAN - BLD.1		
MD203	MECHANICAL DEMO CHILLER YARD - BLD.4		
MD204	MECHANICAL DEMO PARTIAL ROOF TOP - BLD.1		
MD205	MECHANICAL DEMO PARTIAL ROOF TOP - BLD.1		
M201	MECHANICAL RENO PARTIAL FLOOR PLAN - BLD.1		
M202	MECHANICAL RENO PARTIAL FLOOR PLAN - BLD.1		
M203	MECHANICAL RENO FLOOR PLAN - CHILLER YARD & BLD.4	1	08/15/2018
M204	MECHANICAL RENO PARTIAL ROOF TOP - BLD.1	1	08/15/2018
M205	MECHANICAL RENO PARTIAL ROOF TOP - BLD.1	1	08/15/2018
M301	MECHANICAL ENLARGED PLANS - BLD.1		

M302	MECHANICAL SECTION VIEW - BLD.1		
M401	MECHANICAL CONTROLS		
M402	MECHANICAL CONTROLS	1	08/15/2018
M403	MECHANICAL CONTROLS	1	08/15/2018
M404	MECHANICAL CONTROLS		
M601	MECHANICAL DETAILS	1	08/15/2018
M602	MECHANICAL DETAILS	1	08/15/2018
M603	MECHANICAL DETAILS		
M701	MECHANICAL SCHEDULES	1	08/15/2018

ELECTRICAL

E001	ELECTRICAL GENERAL NOTES & ABBREVIATIONS	4	04/01/2019
E100	PARTIAL ELECTRICAL SITE PLAN	4	04/01/2019
E101	EXTERIOR LIGHTING PLAN	4	04/01/2019
E102	ELECTRICAL - POWER REHABILITATION	5	04/11/2019
E103	EXISTING BUILDING #3 & #4 ELECTRICAL IMPROVEMENTS	4	04/01/2019
E104	EXISTING ELECTRICAL ROOM ELECTRICAL IMPROVEMENTS	4	04/01/2019
E105	EXISTING ELECTRICAL ROOM ELECTRICAL IMPROVEMENTS – CONSTRUCTION	4	04/01/2019
E106	NEW SWITCHGEAR SCHEDULE & DETAILS	4	04/01/2019
E107	NEW PANEL BOARD SCHEDULES	4	04/01/2019
E108	LIGHTING FIXTURES REPLACEMENT MEDIA CENTER	4	04/01/2019
E109	AHU POWER & INSTRUMENTATION DIAGRAMS & TABLES	5	05/03/2019
E110	CHILLER REPLACEMENT & IMPROVEMENTS TO ROOM 101M- ELECTRICAL	5	05/03/2019
E111	DUCT HEATERS ELECTRICAL POWER-PLAN	5	05/03/2019
E112	PANEL SCHEDULES, ELECTRICAL AND MECHANICAL EQUIPMENT LOCATION	5	05/03/2019
E113	EXISTING ELECTRICAL RISER AND DETAILS	5	05/03/2019

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 4 - Masonry
- Division 5 - Metals
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors and Windows
- Division 9 - Finishes
- Division 10 - Specialties
- Division 11 - Equipment
- Division 13 - Special Construction
- Division 15 - Mechanical
- Division 16 - Electrical
- Division 17 - Voice Data Video Structured Cabling Systems

ARTICLE 3. CONTRACT SUM

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

Dollars \$ 5,227,500.00

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:

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

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

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

4.04 Liquidated Damages for Substantial Completion:

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.02 In the event more than one Milestone is involved, then the liquidated damages due for each Milestone shall be as follows:

Each Milestone

Five Hundred Dollars \$500.00 per day

- 4.04.03 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

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

5.02 Final Completion:

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

Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

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

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

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

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

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

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

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

ARTICLE 6. TIME AND DELAYS.

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
- 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
- 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.

- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
- 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 7. CONTRACT BONDS

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred 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: Jonathan Weeks
	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:	BURKE CONSTRUCTION GROUP, INC.	10145 NW 19th Street Doral FL 33172
Surety's Agent:	PHILADELPHIA INDEMNITY INSURANCE COMPANY	One Bala Plaza Suite 100 Bala Cynwid, PA 19004
Project Consultant:	CSA CENTRAL, INC.	8200 NW 14TH STREET SUITE 305 DORAL, FL 33166

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

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

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

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

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

- 9.02.01 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.
- 9.02.02 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.
- 9.02.03 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.
- 9.02.04 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.
- 9.02.05 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

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

Training shall be coordinated, scheduled and provided to those provided access and licenses with Programs Control Support. Additional training may be provided based on availability. The Contractor shall be required to use Owner's Project Management software, e-Builder. One (1) license will be provided to the Contractor at no cost.

In witness thereof, the said Contractor, BURKE CONSTRUCTION GROUP, 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.

OWNER

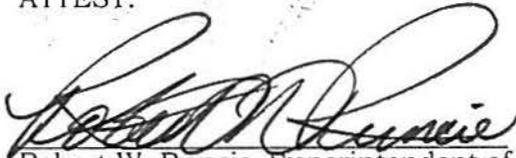
(Corporate Seal)

**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



(Corporate Seal)

CONTRACTOR

BURKE CONSTRUCTION GROUP, INC.

David Martinez, Secretary
Or -

Witness

By Anthony Burke, President

Witness

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of February, 2020, by Anthony Burke of Burke Construction Group, Inc. on behalf of the corporation or agency.

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

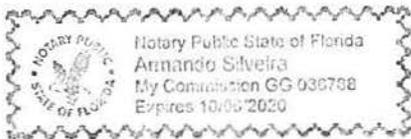
My commission expires:

Armando Silveira
Signature, Notary Public

ARMANDO SILVEIRA
Printed Name of Notary

(SEAL)

11/6/20
Notary's Commission No.



SURETY ACKNOWLEDGMENT

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

SURETY: Philadelphia Indemnity Insurance Company


Olga Iglesias

By: 
Its: Charles J. Nielson, Atty.-In-Fact
Date: February 6, 2020



STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 6th day of February,
2020 by Charles J. Nielson (Attorney-In-Fact) of
Philadelphia Indemnity 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:

OLGA L IGLESIAS
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG204944
MY COMMISSION EXPIRES MAY. 21, 2022

(SEAL)


Signature - Notary Public

Olga Iglesias
Printed Name of Notary

Notary's Commission No.

END OF DOCUMENT

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Charles J. Nielson, David R. Hoover, Charles D. Nielson and Jarrett Merlucci of Nielson, Hoover & Company, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

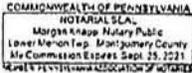
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of February, 20 20.


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-2./Construction Bid Recommendation of \$500,000 or Greater
ITB 18-202C
Hollywood Park Elementary School, Hollywood
Burke Construction Group, Inc.
SMART Program Renovations
Project No. P.001788

School Board Meeting: 02/19/2020

The financial impact of this item is \$5,227,500

- () 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 \$2,780,250 will come from the Capital Projects Reserve. This increases the project budget from \$4,185,000 to \$6,965,250. In the event the SMART Funding Reserve is not adequate to cover budgetary increases, funding will come from the unallocated reserves.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director


Signature

2/14/2020
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.