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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR GENERAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

ADVANCED ROOFING, INC.
1950 NW 22nd Street
Fort Lauderdale, FL 33311

FEIN# 59-2360591

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
GENERAL CONTRACTOR	Single Fixed Multiplier	0.820
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ADVANCED ROOFING, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ADVANCED ROOFING, INC. (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Advanced Roofing, Inc.	1950 NW 22nd Street Fort Lauderdale, FL 33311
Surety:	The Guarantee Company Of North America USA	4950 Yonge Street, Suite 1400 Toronto, ON M2N 6K1
Surety's Agent:	William Grefe Griffin	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, ADVANCED ROOFING, 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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(Corporate Seal)

FOR CONTRACTOR

ATTEST:

ADVANCED ROOFING, INC.

By _____
Robert Kornahrens, President

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of April, 2020 by Robert Kornahrens of ADVANCED ROOFING, 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:

_____
Signature, Notary Public

Tomara Martin
Printed Name of Notary

(SEAL)

GG 363471
Notary's Commission No.

Notary Public State of Florida
Tomara Martin
My Commission GG 363471
Expires 10/19/2023

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: The Guarantee Company of North America USA

William Griffin

Michael Marino

By: K.T.W.

Its: Kevin T. Walsh Jr., Attorney-In-Fact

Date: April 28, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF NEW JERSEY

COUNTY OF SUSSEX

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Kevin T. Walsh Jr., Attorney-In-Fact of The Guarantee Company of North America USA, on behalf of the corporation or agency.

He/She is personally known to me or produced N/A as identification and did/did not first take an oath.

My commission expires: August 29, 2021

KRYSTAL L. STRAVATO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 29, 2021

(SEAL)

Signature – Notary Public

Krystal L. Stravato
Printed Name of Notary

2349006
Notary's Commission No.

END OF DOCUMENT

THE GUARANTEE®

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin T. Walsh Jr., Krystal L. Stravato, Thomas MacDonald, Edward Reilly.
American Global of New Jersey LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article **IX**, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Chief Executive Officer — **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of April, 2020

Randall Musselman, Secretary

Florida Department of State

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation
ADVANCED ROOFING, INC.

Filing Information

Document Number	G65116
FEI/EIN Number	59-2360591
Date Filed	10/08/1983
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	06/28/2001
Event Effective Date	NONE

Principal Address

1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Changed: 04/10/2015

Mailing Address

1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Changed: 04/10/2015

Registered Agent Name & Address

KORNAHRENS, KEVIN
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Name Changed: 04/29/2015

Address Changed: 04/09/2018

Officer/Director Detail

Name & Address

Title PSD

Kornahrens, Robert
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title Treasurer, VP

Kornahrens, Kevin
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title VP

CARRUTH, JASON
200 NORTHSTAR COURT
SANFORD, FL 32771

Title VP

Kornahrens, Michael
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title VP

Sockman, Clinton
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Annual Reports

Report Year	Filed Date
2018	04/09/2018
2019	03/29/2019
2020	01/06/2020

Document Images

01/06/2020 -- ANNUAL REPORT	View Image in PDF format
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11/29/2016 -- AMENDED ANNUAL REPORT	View Image in PDF format
04/26/2016 -- ANNUAL REPORT	View Image in PDF format
01/22/2016 -- Off/Dir Resignation	View Image in PDF format
04/29/2015 -- Reg. Agent Change	View Image in PDF format
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04/13/2000 -- ANNUAL REPORT	View Image In PDF format
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04/21/1997 -- ANNUAL REPORT	View Image In PDF format
05/01/1996 -- ANNUAL REPORT	View Image In PDF format
01/20/1995 -- ANNUAL REPORT	View Image In PDF format
01/20/1995 -- ANNUAL REPORT	View Image In PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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.

PAGE 2
ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: UNLIMITED

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 5 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020
(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	**MULTIPLIER**	**MULTIPLIER**	**MULTIPLIER**	**MULTIPLIER**	**MULTIPLIER**	**MULTIPLIER**	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs .* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR MECHANICAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY. FLORIDA

(Hereinafter referred to as "Owner") and

ADVANCED ROOFING, INC.
1950 NW 22nd Street
Fort Lauderdale, FL 33311

FEIN# 59-2360591

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction:** A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP B: FLCC VALUES FROM $200,000 to less than $1,000,000	
MECHANICAL CONTRACTOR	Single Fixed Multiplier	0.900
	Contract Amount	$15,000,000
	Renewable Amount	$5,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ADVANCED ROOFING, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ADVANCED ROOFING, INC. (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Advanced Roofing, Inc.	1950 NW 22nd Street Fort Lauderdale, FL 33311
Surety:	The Guarantee Company Of North America USA	4950 Yonge Street, Suite 1400 Toronto, ON M2N 6K1
Surety's Agent:	William Grefe Griffin	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, ADVANCED ROOFING, 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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(Corporate Seal)

FOR CONTRACTOR

ATTEST:

ADVANCED ROOFING, INC.

By _____

Robert Kornahrens, President

_____

Secretary

-or-

_____

Witness

_____

Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of April, 2020 by Robert Kornahrens of ADVANCED ROOFING, 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:

_____

Signature, Notary Public

Tomara Martin

Printed Name of Notary

(SEAL)

GG 363471

Notary's Commission No.

Notary Public State of Florida
Tomara Martin
My Commission GG 363471
Expires 10/19/2023

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: The Guarantee Company of North America USA

William Griffin

Michael Marino

By: K.T.W.

Its: Kevin T. Walsh Jr., Attorney-In-Fact

Date: April 28, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF NEW JERSEY

COUNTY OF SUSSSEX

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Kevin T. Walsh Jr., Attorney-In-Fact of The Guarantee Company of North America USA, on behalf of the corporation or agency.

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

My commission expires: August 29, 2021

KRYSTAL L. STRAVATO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 29, 2021

(SEAL)

Signature – Notary Public

Krystal L. Stravato
Printed Name of Notary

2349006
Notary's Commission No.

END OF DOCUMENT

THE GUARANTEE®

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin T. Walsh Jr., Krystal L. Stravato, Thomas MacDonald, Edward Reilly.
American Global of New Jersey LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Chief Executive Officer — **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of April, 2020

Randall Musselman, Secretary

Florida Department of State DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
ADVANCED ROOFING, INC.

Filing Information

Document Number	G65116
FEI/EIN Number	59-2360591
Date Filed	10/08/1983
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	06/28/2001
Event Effective Date	NONE

Principal Address

1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Changed: 04/10/2015

Mailing Address

1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Changed: 04/10/2015

Registered Agent Name & Address

KORNAHRENS, KEVIN
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Name Changed: 04/29/2015

Address Changed: 04/09/2018

Officer/Director Detail

Name & Address

Title PSD

Kornahrens, Robert
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title Treasurer, VP

Kornahrens, Kevin
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title VP

CARRUTH, JASON
200 NORTHSTAR COURT
SANFORD, FL 32771

Title VP

Kornahrens, Michael
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title VP

Sockman, Clinton
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Annual Reports

Report Year	Filed Date
2018	04/09/2018
2019	03/29/2019
2020	01/06/2020

Document Images

01/06/2020 -- ANNUAL REPORT	View image in PDF format
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04/26/2016 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- Off/Dir Resignation	View image in PDF format
04/29/2015 -- Reg. Agent Change	View image in PDF format
04/15/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/10/2015 -- ANNUAL REPORT	View image in PDF format
08/27/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/12/2014 -- Reg. Agent Change	View image in PDF format
02/28/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
01/17/2013 -- ANNUAL REPORT	View image in PDF format
03/06/2012 -- Reg. Agent Change	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format

01/27/2010 -- ANNUAL REPORT	View image in PDF format
05/05/2009 -- ANNUAL REPORT	View image in PDF format
03/09/2009 -- ANNUAL REPORT	View image in PDF format
02/28/2008 -- ANNUAL REPORT	View image in PDF format
02/08/2007 -- ANNUAL REPORT	View image in PDF format
02/17/2006 -- ANNUAL REPORT	View image in PDF format
05/03/2005 -- ANNUAL REPORT	View image in PDF format
03/17/2004 -- ANNUAL REPORT	View image in PDF format
02/12/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- ANNUAL REPORT	View image in PDF format
06/28/2001 -- Merger	View image in PDF format
04/02/2001 -- ANNUAL REPORT	View image in PDF format
04/13/2000 -- ANNUAL REPORT	View image in PDF format
03/06/1999 -- ANNUAL REPORT	View image in PDF format
02/03/1998 -- ANNUAL REPORT	View image in PDF format
04/21/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
01/20/1995 -- ANNUAL REPORT	View image in PDF format
01/20/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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RECOMMENDATION TABULATION

ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: UNLIMITED

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 5 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs*. **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program**. Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR ROOFING CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____ in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

ADVANCED ROOFING, INC.
1950 NW 22nd Street
Fort Lauderdale, FL 33311

FEIN# 59-2360591

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
ROOFING CONTRACTOR	Single Fixed Multiplier	0.875
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK**.

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ADVANCED ROOFING, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ADVANCED ROOFING, INC. (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Advanced Roofing, Inc.	1950 NW 22nd Street Fort Lauderdale, FL 33311
Surety:	The Guarantee Company Of North America USA	4950 Yonge Street, Suite 1400 Toronto, ON M2N 6K1
Surety's Agent:	William Grefe Griffin	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, ADVANCED ROOFING, 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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(Corporate Seal)

FOR CONTRACTOR

ADVANCED ROOFING, INC.

ATTEST:

By _____
Robert Kornahrens, President

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of April, 2020 by Robert Kornahrens of ADVANCED ROOFING, 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:

_____
Signature, Notary Public

Tomara Martin
Printed Name of Notary

(SEAL)

GG 363471
Notary's Commission No.

Notary Public State of Florida
Tomara Martin
My Commission GG 363471
Expires 10/19/2023

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: The Guarantee Company of North America USA

William Griffin
Michael Marino

By: K.T.W.J

Its: Kevin T. Walsh Jr., Attorney-In-Fact

Date: April 28, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF NEW JERSEY

COUNTY OF SUSSEX

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Kevin T. Walsh Jr., Attorney-In-Fact of The Guarantee Company of North America USA, on behalf of the corporation or agency.

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

My commission expires: August 29, 2021

KRYSTAL L. STRAVATO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 29, 2021

(SEAL)

Signature – Notary Public

Krystal L. Stravato
Printed Name of Notary

2349006
Notary's Commission No.

END OF DOCUMENT

THE GUARANTEE®

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin T. Walsh Jr., Krystal L. Stravato, Thomas MacDonald, Edward Reilly.
American Global of New Jersey LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Chief Executive Officer — **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of April , 2020

Randall Musselman, Secretary

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation

ADVANCED ROOFING, INC.

Filing Information

Document Number	G65116
FEI/EIN Number	59-2360591
Date Filed	10/08/1983
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	06/28/2001
Event Effective Date	NONE

Principal Address

1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Changed: 04/10/2015

Mailing Address

1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Changed: 04/10/2015

Registered Agent Name & Address

KORNAHRENS, KEVIN
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Name Changed: 04/29/2015

Address Changed: 04/09/2018

Officer/Director Detail

Name & Address

Title PSD

Kornahrens, Robert
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title Treasurer, VP

Kornahrens, Kevin
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title VP

CARRUTH, JASON
200 NORTHSTAR COURT
SANFORD, FL 32771

Title VP

Kornahrens, Michael
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Title VP

Sockman, Clinton
1950 NW 22ND STREET
FORT LAUDERDALE, FL 33311

Annual Reports

Report Year	Filed Date
2018	04/09/2018
2019	03/29/2019
2020	01/06/2020

Document Images

01/06/2020 -- ANNUAL REPORT	View image in PDF format
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01/22/2016 -- Off/Dir Resignation	View image in PDF format
04/29/2015 -- Reg. Agent Change	View image in PDF format
04/15/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/10/2015 -- ANNUAL REPORT	View image in PDF format
08/27/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/12/2014 -- Reg. Agent Change	View image in PDF format
02/28/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
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02/12/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- ANNUAL REPORT	View image in PDF format
06/28/2001 -- Merger	View image in PDF format
04/02/2001 -- ANNUAL REPORT	View image in PDF format
04/13/2000 -- ANNUAL REPORT	View image in PDF format
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01/20/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130

Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS

Notified: 3866 # Downloaded: 117

of Responses Rec'd: 31 # of "No Bids": 0

For: DISTRICTWIDE
(School/Department)

ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL

Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: UNLIMITED

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 5 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020
(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs .* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*
*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established the **Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR ELECTRICAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY. FLORIDA

(Hereinafter referred to as "Owner") and

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION
3600 Red Road, Suite 303
Miramar, FL 33025

FEIN# 14-1867540

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
ELECTRICAL CONTRACTOR	Single Fixed Multiplier	0.814
	Contract Amount	$15,000,000
	Renewable Amount	$5,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.0I The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is : _____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Asset Builders, LLC D/B/A Messam Construction	3600 Red Road, Suite 303 Miramar, FL 33025
Surety:	United States Fire Insurance Company	305 Madison Avenue Morristown, New Jersey 07960
Surety's Agent:	Charles J. Nielson	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness thereof, the said Contractor, ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION

ATTEST:

By _____
Wayne Messam, Managing Manager

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of April, 2020 by Wayne Messam of ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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:

_____
Signature, Notary Public

Jacqueline Dorval
Printed Name of Notary

(SEAL)

GG 256083
Notary's Commission No.

Notary Public State of Florida
Jacqueline Dorval
My Commission GG 256083
Expires 09/06/2022

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: United States Fire Insurance Company

Gicelle Pajon

By: Charles D. Nielson

Its: Charles D. Nielson, Atty.-In-Fact

Date: April 29, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2020 by Charles D. Nielson of Attorney-In-Fact of United States Fire Insurance Company, on behalf of the corporation or agency.

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

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29 day of April 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company

ASSET BUILDERS, LLC

Filing Information

Document Number	L03000004278
FEI/EIN Number	14-1867540
Date Filed	02/05/2003
Effective Date	02/04/2003
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/01/2012

Principal Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Mailing Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Registered Agent Name & Address

MESSAM, WAYNE
3600 Red Road
Ste. 303
MIRAMAR, FL 33025

Address Changed: 02/22/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

MESSAM, WAYNE
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Title MGRM

MESSAM, ANGELA
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Annual Reports

Report Year	Filed Date
2018	01/19/2018
2019	02/07/2019
2020	01/10/2020

Document Images

01/10/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
02/22/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
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04/29/2010 -- ANNUAL REPORT	View image in PDF format
05/13/2009 -- ANNUAL REPORT	View image in PDF format
09/29/2008 -- REINSTATEMENT	View image in PDF format
05/15/2007 -- ANNUAL REPORT	View image in PDF format
07/03/2006 -- ANNUAL REPORT	View image in PDF format
07/13/2005 -- ANNUAL REPORT	View image in PDF format
07/09/2004 -- ANNUAL REPORT	View image in PDF format
02/05/2003 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: UNLIMITED

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 5 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):

The APIs implemented in this solicitation include:

For Group A: In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs.*

For Group B, C, and D: In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Calliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

	REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR GENERAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION
3600 Red Road, Suite 303
Miramar, FL 33025

FEIN# 14-1867540

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
GENERAL CONTRACTOR	Single Fixed Multiplier	0.820
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK**.

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Asset Builders, LLC D/B/A Messam Construction	3600 Red Road, Suite 303 Miramar, FL 33025
Surety:	United States Fire Insurance Company	305 Madison Avenue Morristown, New Jersey 07960
Surety's Agent:	Charles J. Nielson	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness thereof, the said Contractor, ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION

ATTEST:

By _____
Wayne Messam, Managing Manager

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of April, 2020 by Wayne Messam of ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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:

_____
Signature, Notary Public

Jacqueline Dorval
Printed Name of Notary

(SEAL)

GG 256083
Notary's Commission No.

Notary Public State of Florida
Jacqueline Dorval
My Commission GG 256083
Expires 09/06/2022

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: United States Fire Insurance Company

Gicelle Pajon

By: Charles D. Nielson

Its: Charles D. Nielson, Atty.-In-Fact

Date: April 29, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2020 by Charles D. Nielson of Attorney-In-Fact of United States Fire Insurance Company, on behalf of the corporation or agency.

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)

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

Signature – Notary Public

Olga Iglesias
Printed Name of Notary

Notary's Commission No.

END OF DOCUMENT

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania)
County of Philadelphia)

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29 day of April 20 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company

ASSET BUILDERS, LLC

Filing Information

Document Number	L03000004278
FEI/EIN Number	14-1867540
Date Filed	02/05/2003
Effective Date	02/04/2003
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/01/2012

Principal Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Mailing Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Registered Agent Name & Address

MESSAM, WAYNE
3600 Red Road
Ste. 303
MIRAMAR, FL 33025

Address Changed: 02/22/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

MESSAM, WAYNE
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Title MGRM

MESSAM, ANGELA
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Annual Reports

Report Year	Filed Date
2018	01/19/2018
2019	02/07/2019
2020	01/10/2020

Document Images

01/10/2020 -- ANNUAL REPORT	View Image In PDF format
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07/09/2004 -- ANNUAL REPORT	View Image In PDF format
02/05/2003 -- Florida Limited Liability	View Image In PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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RECOMMENDATION TABULATION

ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: UNLIMITED

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 5 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020
(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs*. **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Calliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:

In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:

Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:

In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR MECHANICAL CONTRACTOR

THIS AGREEMENT made and entered into this ___ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY. FLORIDA

(Hereinafter referred to as "Owner") and

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION
3600 Red Road, Suite 303
Miramar, FL 33025

FEIN# 14-1867540

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
MECHANICAL CONTRACTOR	Single Fixed Multiplier	0.940
	Contract Amount	$15,000,000
	Renewable Amount	$5,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK**.

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Asset Builders, LLC D/B/A Messam Construction	3600 Red Road, Suite 303 Miramar, FL 33025
Surety:	United States Fire Insurance Company	305 Madison Avenue Morristown, New Jersey 07960
Surety's Agent:	Charles J. Nielson	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION

ATTEST:

By _____
Wayne Messam, Managing Manager

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of April, 2020 by Wayne Messam of ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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:

_____
Signature, Notary Public

Jacqueline Dorval
Printed Name of Notary

(SEAL)

GG 256083
Notary's Commission No.

Notary Public State of Florida
Jacqueline Dorval
My Commission GG 256083
Expires 09/06/2022

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: United States Fire Insurance Company

Gicelle Pajon

By: Charles D. Nielson

Its: Charles D. Nielson, Atty.-In-Fact

Date: April 29, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2020 by Charles D. Nielson of Attorney-In-Fact of United States Fire Insurance Company, on behalf of the corporation or agency.

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

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29 day of April 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Florida Department of State

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

ASSET BUILDERS, LLC

Filing Information

Document Number	L03000004278
FEI/EIN Number	14-1867540
Date Filed	02/05/2003
Effective Date	02/04/2003
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/01/2012

Principal Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Mailing Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Registered Agent Name & Address

MESSAM, WAYNE
3600 Red Road
Ste. 303
MIRAMAR, FL 33025

Address Changed: 02/22/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

MESSAM, WAYNE
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Title MGRM

MESSAM, ANGELA
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Annual Reports

Report Year	Filed Date
2018	01/19/2018
2019	02/07/2019
2020	01/10/2020

Document Images

01/10/2020 -- ANNUAL REPORT	View Image In PDF format
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07/13/2005 -- ANNUAL REPORT	View Image In PDF format
07/09/2004 -- ANNUAL REPORT	View Image In PDF format
02/05/2003 -- Florida Limited Liability	View Image In PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: UNLIMITED					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 5 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: *Cheryl Fields* Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs*. **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

	REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00431	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR ROOFING CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION
3600 Red Road, Suite 303
Miramar, FL 33025

FEIN# 14-1867540

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
ROOFING CONTRACTOR	Single Fixed Multiplier	0.875
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Asset Builders, LLC D/B/A Messam Construction	3600 Red Road, Suite 303 Miramar, FL 33025
Surety:	United States Fire Insurance Company	305 Madison Avenue Morristown, New Jersey 07960
Surety's Agent:	Charles J. Nielson	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness thereof, the said Contractor, ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION

ATTEST:

By _____
Wayne Messam, Managing Manager

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of April, 2020 by Wayne Messam of ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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:

_____
Signature, Notary Public

Jacqueline Dorval
Printed Name of Notary

(SEAL)

GG 256083
Notary's Commission No.

Notary Public State of Florida
Jacqueline Dorval
My Commission GG 256083
Expires 09/06/2022

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: United States Fire Insurance Company

Gicelle Pajon

By: Charles D. Nielson

Its: Charles D. Nielson, Atty.-In-Fact

Date: April 29, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2020 by Charles D. Nielson of Attorney-In-Fact of United States Fire Insurance Company, on behalf of the corporation or agency.

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)

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

Signature – Notary Public

Olga Iglesias

Printed Name of Notary

Notary's Commission No.

END OF DOCUMENT

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29 day of April 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company

ASSET BUILDERS, LLC

Filing Information

Document Number	L03000004278
FEI/EIN Number	14-1867540
Date Filed	02/05/2003
Effective Date	02/04/2003
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/01/2012

Principal Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Mailing Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Registered Agent Name & Address

MESSAM, WAYNE
3600 Red Road
Ste. 303
MIRAMAR, FL 33025

Address Changed: 02/22/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

MESSAM, WAYNE
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Title MGRM

MESSAM, ANGELA
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Annual Reports

Report Year	Filed Date
2018	01/19/2018
2019	02/07/2019
2020	01/10/2020

Document Images

01/10/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
02/22/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
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04/29/2010 -- ANNUAL REPORT	View image in PDF format
05/13/2009 -- ANNUAL REPORT	View image in PDF format
09/29/2008 -- REINSTATEMENT	View image in PDF format
05/15/2007 -- ANNUAL REPORT	View image in PDF format
07/03/2006 -- ANNUAL REPORT	View image in PDF format
07/13/2005 -- ANNUAL REPORT	View image in PDF format
07/09/2004 -- ANNUAL REPORT	View image in PDF format
02/05/2003 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: UNLIMITED

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 5 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):

The APIs implemented in this solicitation include:

For Group A: In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established the **Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs.*

For Group B, C, and D: In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established the **M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOCUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

- SBE Small Business Enterprise
- SMBE Small Minority Business Enterprise
- MBE Minority Business Enterprise
- MWBE Minority Women Business Enterprise
- WBE Women Business Enterprise

Ethnicity/Gender Categories*

- AA African-American
- APA Asian-Pacific-American
- HA Hispanic-American
- NA Native-American
- WBE Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:

In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:

Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:

In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR SITE UTILITIES CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____ in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY. FLORIDA

(Hereinafter referred to as "Owner") and

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION
3600 Red Road, Suite 303
Miramar, FL 33025

FEIN# 14-1867540

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP D: FLCC VALUES FROM $0 to $2,000,000	
SITE UTILITIES CONTRACTOR	Single Fixed Multiplier	0.835
	Contract Amount	$12,000,000
	Renewable Amount	$4,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Asset Builders, LLC D/B/A Messam Construction	3600 Red Road, Suite 303 Miramar, FL 33025
Surety:	United States Fire Insurance Company	305 Madison Avenue Morristown, New Jersey 07960
Surety's Agent:	Charles J. Nielson	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness thereof, the said Contractor, ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION

ATTEST:

By _____
Wayne Messam, Managing Manager

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of April, 2020 by Wayne Messam of ASSET BUILDERS, LLC. D/B/A MESSAM CONSTRUCTION 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:

_____
Signature, Notary Public

Jacqueline Dorval
Printed Name of Notary

(SEAL)

GG 256083
Notary's Commission No.

Notary Public State of Florida
Jacqueline Dorval
My Commission GG 256083
Expires 09/08/2022

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: United States Fire Insurance Company

Gicelle Pajon

By: Charles D. Nielson

Its: Charles D. Nielson, Atty.-In-Fact

Date: April 29, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2020 by Charles D. Nielson of Attorney-In-Fact of United States Fire Insurance Company, on behalf of the corporation or agency.

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

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29 day of April 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Florida Department of State DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company

ASSET BUILDERS, LLC

Filing Information

Document Number	L03000004278
FEI/EIN Number	14-1867540
Date Filed	02/05/2003
Effective Date	02/04/2003
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/01/2012

Principal Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Mailing Address

3600 RED ROAD STE 303
MIRAMAR, FL 33025

Changed: 09/29/2008

Registered Agent Name & Address

MESSAM, WAYNE
3600 Red Road
Ste. 303
MIRAMAR, FL 33025

Address Changed: 02/22/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

MESSAM, WAYNE
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Title MGRM

MESSAM, ANGELA
3600 RED ROAD STE 303
MIRAMAR, FL 33025

Annual Reports

Report Year	Filed Date
2018	01/19/2018
2019	02/07/2019
2020	01/10/2020

Document Images

01/10/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
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05/13/2009 -- ANNUAL REPORT	View image in PDF format
09/29/2008 -- REINSTATEMENT	View image in PDF format
05/15/2007 -- ANNUAL REPORT	View image in PDF format
07/03/2006 -- ANNUAL REPORT	View image in PDF format
07/13/2005 -- ANNUAL REPORT	View image in PDF format
07/09/2004 -- ANNUAL REPORT	View image in PDF format
02/05/2003 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #:	FY20-130	Tentative Board Meeting Date*:	May 19, 2020
Hard Bid Title:	CONSTRUCTION SERVICES MINOR PROJECTS	# Notified:	3866 # Downloaded: 117
		# of Responses Rec'd:	31 # of "No Bids": 0
For:	DISTRICTWIDE (School/Department)	ITB Opening Date :	April 1, 2020
Fund:	ADEFP / CAPITAL	Advertised Date:	January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: UNLIMITED

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 10 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT
LIMIT OF CONTRACTORS: 5 PER CATEGORY

WORK CATEGORY	CONTRACT AMOUNT PER FIRM	RENEWAL AMOUNT	TERM	RENEWAL	# OF RENEWAL OPTIONS
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020
(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs .* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY		
REQUIRED SMWBE DOCUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR ROOFING CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY. FLORIDA

(Hereinafter referred to as "Owner") and

ATLAS APEX ROOFING, LLC
281 NE 32nd Street
Fort Lauderdale, FL 33334

FEIN# 45-5199346

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
ROOFING CONTRACTOR	Single Fixed Multiplier	0.875
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK**.

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

ATLAS APEX ROOFING, LLC (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, ATLAS APEX ROOFING, LLC (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is : 5
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Atlas Apex Roofing, LLC	281 NE 32nd Street Fort Lauderdale, Florida 33334
Surety:	Philadelphia Indemnity Insurance Company	One Bala Plaza – Suite 100 Bala Cynwyd, PA 19004-0950
Surety's Agent:	Brett Rosenhaus	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, ATLAS APEX ROOFING, LLC 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ATTEST:

ATLAS APEX ROOFING, INC.

By _____
Henry Gembala, President

_____
Secretary

-or-

_____
Witness Daniel Neely

_____
Witness Lena Valldeperas

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of April, 2020 by Henry Gembala of ATLAS APEX ROOFING, LLC 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:

_____
Signature, Notary Public

Diana Magliarisi
Printed Name of Notary
(SEAL)

DIANA MAGLIARISI
MY COMMISSION # GG 047878
EXPIRES: December 14, 2020
Bonded Thru Notary Public Underwriters

_____
Notary's Commission No.

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

Margie Schulz WITNESS

By: Brett Rosenhaus

Its: Brett Rosenhaus Attorney-in-Fact

Date: April 29, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2020 by Brett Rosenhaus of Philadelphia Indemnity Insurance Company, 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:

(SEAL)

_____
Signature – Notary Public

_____
Printed Name of Notary

JENNIFER STEPHENS
COMMISSION # GG16771
EXPIRES Sept.9, 2020
BONDED THROUGH
RLI INSURANCE COMPANY

_____
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 Brett Rosenhaus, Richard Zimmerman and Dale Allison Bellis of Nielson,Rosenhaus & Associates, 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 SEALTO 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.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(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 29th day of April, 20 20

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Florida Department of State

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company

ATLAS APEX ROOFING, LLC

Filing Information

Document Number	L12000059805
FEI/EIN Number	45-5199346
Date Filed	05/03/2012
Effective Date	05/03/2012
State	FL
Status	ACTIVE

Principal Address

281 NE 32ND STREET
FT LAUDERDALE, FL 33334

Changed: 10/04/2012

Mailing Address

281 NE 32ND STREET
FT LAUDERDALE, FL 33334

Changed: 10/04/2012

Registered Agent Name & Address

SOTO, OSCAR E
2400 EAST COMMERCIAL BOULEVARD
SUITE 400
FORT LAUDERDALE, FL 33308

Authorized Person(s) Detail

Name & Address

Title Secy Treasure

GEMBALA, HENRY
281 NE 32nd Street
Oakland Park, FL 33334

Title President

Gembala, Henry
281 NE 32ND STREET
FT LAUDERDALE, FL 33334

Annual Reports

Report Year	Filed Date
2019	02/06/2019
2020	01/15/2020
2020	02/26/2020

Document Images

02/26/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
04/21/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
02/18/2016 -- ANNUAL REPORT	View image in PDF format
04/17/2015 -- ANNUAL REPORT	View image in PDF format
03/07/2014 -- ANNUAL REPORT	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format
05/03/2012 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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PAGE 2
ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: UNLIMITED					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 5 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs .* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Calliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:

In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:

Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:

In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR GENERAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

AZULEJO, INC.
20200 West Dixie Highway – Suite 809
Aventura, FL 33180

FEIN# 42-1586175

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction:** A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process. and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
GENERAL CONTRACTOR	Single Fixed Multiplier	0.820
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK**.

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

AZULEJO, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, AZULEJO, INC. (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Azulejo, Inc.	20200 West Dixie Highway – Suite 809 Aventura, FL 33180
Surety:	Frankenmuth Mutual Insurance Company	1 Mutual Avenue Frankenmuth, Michigan 48787
Surety's Agent:	Jonathan A. Bursevich	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, AZULEJO, 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ATTEST:

Secretary

AZULEJO, INC.

By _____
Leyvis Quintana, President

-or-

Witness

Witness

STATE OF Florida)

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of April, 2020 by Leyvis Quintana of AZULEJO, 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:

Signature, Notary Public

TATIA S. O. GOMEZ
Printed Name of Notary
(SEAL)

Notary's Commission No.

TATIA SCHLAEPFER GOMEZ
Notary Public-State of Florida
Commission # GG 330122
My Commission Expires
May 2, 2023

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: Frankenmuth Mutual Insurance Company

Elizabeth Lang, Client Relations Manager

By: Jonathan A. Bursevich

Its: Attorney-in-Fact

Date: 04/29/2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2020 by Jonathan A. Bursevich of Frankenmuth Mutual Insurance Company, on behalf of the corporation or agency.

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

My commission expires: 12/07/2021

Lilia Rafford
Commission # GG166409
Expires: December 7, 2021
Bonded thru Aaron Notary

(SEAL)

Signature – Notary Public

Lilia Rafford
Printed Name of Notary

GG166409
Notary's Commission No.

END OF DOCUMENT

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursvich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

> **"RESOLVED,** that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

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 10th day of September, 2018.

(Seal)

Frankenmuth Mutual Insurance Company

By _____
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

_____ (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual 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 is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 29th day of April, 2020.

_____
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
AZULEJO, INC. ***

Filing Information

Document Number	P03000042090
FEI/EIN Number	42-1586175
Date Filed	04/15/2003
Effective Date	04/15/2003
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/24/2008
Event Effective Date	NONE

Principal Address

20200 WEST DIXIE HIGHWAY
SUITE 809
AVENTURA, FL 33180

Changed: 09/14/2019

Mailing Address

20200 WEST DIXIE HIGHWAY
SUITE 809
AVENTURA, FL 33180

Changed: 09/14/2019

Registered Agent Name & Address

QUINTANA, LEYVIS T
20200 WEST DIXIE HIGHWAY
SUITE 809
AVENTURA, FL 33180

Name Changed: 10/03/2014

Address Changed: 01/08/2020

Officer/Director Detail

Name & Address

Title P

QUINTANA, LEYVIS T
20200 WEST DIXIE HIGHWAY
SUITE 809
AVENTURA, FL 33180

Annual Reports

Report Year	Filed Date
2018	01/04/2018
2019	01/10/2019
2020	01/08/2020

Document Images

01/08/2020 -- ANNUAL REPORT	View image in PDF format
01/10/2019 -- ANNUAL REPORT	View image in PDF format
10/22/2018 -- Reg. Agent Change	View image in PDF format
01/04/2018 -- ANNUAL REPORT	View image in PDF format
01/05/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
10/03/2014 -- Reg. Agent Change	View image in PDF format
01/29/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2014 -- Reg. Agent Change	View image in PDF format
01/17/2013 -- ANNUAL REPORT	View image in PDF format
01/13/2012 -- ANNUAL REPORT	View image in PDF format
01/09/2011 -- ANNUAL REPORT	View image in PDF format
01/21/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
11/24/2008 -- Amendment	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
02/20/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
01/25/2005 -- ANNUAL REPORT	View image in PDF format
07/12/2004 -- Reg. Agent Change	View image in PDF format
03/31/2004 -- ANNUAL REPORT	View image in PDF format
04/15/2003 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: UNLIMITED					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 5 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: *Cheryl Fields* Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: *Cheryl Fields* Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	**MULTIPLIER**	**MULTIPLIER**	**MULTIPLIER**	**MULTIPLIER**	**MULTIPLIER**	**MULTIPLIER**	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs .* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOCUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*		Ethnicity/Gender Categories*	
*Firms may acquire a combination of the certification types offered by the District.			
SBE	Small Business Enterprise	AA	African-American
SMBE	Small Minority Business Enterprise	APA	Asian-Pacific-American
MBE	Minority Business Enterprise	HA	Hispanic-American
MWBE	Minority Women Business Enterprise	NA	Native-American
WBE	Women Business Enterprise	WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:

In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:

Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:

In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR ELECTRICAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

C & F ELECTRIC OF FORT LAUDERDALE, INC.
1660 NW 65th Avenue – Suite 5
Plantation, FL 33313

FEIN# 59-2709494

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
ELECTRICAL CONTRACTOR	Single Fixed Multiplier	0.814
	Contract Amount	$15,000,000
	Renewable Amount	$5,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK**.

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

C & F ELECTRIC OF FORT LAUDERDALE, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, C & F ELECTRIC OF FORT LAUDERDALE, INC. (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	C & F Electric Of Fort Lauderdale, Inc.	1660 NW 65th Avenue – Suite 5 Plantation, FL 33313
Surety:	Berkley Insurance Company	475 Steamboat Road Greenwich, CT 06830-7144
Surety's Agent:	D. Michael Stevens	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, C & F ELECTRIC OF FORT LAUDERDALE, 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

C & F ELECTRIC OF FORT LAUDERDALE, INC.

ATTEST:

By _____
Kevin M. Flanagan, President

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 20__ by Kevin M. Flanagan of C & F ELECTRIC OF FORT LAUDERDALE, 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:

_____
Signature, Notary Public

KELLIE A. O'BOYLE
Printed Name of Notary

(SEAL)

GG 037886 / exp. 01-31-2021
Notary's Commission No.

KELLIE A. O'BOYLE
Notary Public - State of Florida
Commission # GG 037886
My Comm. Expires Jan 31, 2021
Bonded through National Notary Assn.

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

Mary Lemos

By: D. Michael Stevens

Its: D. Michael Stevens as Attorney in Fact

Date: April 29, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29th day of April, 2020 by D. Michael Stevens of Berkley Insurance Company, on behalf of the corporation or agency.

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

My commission expires:

KELLIE A. O'BOYLE
Notary Public - State of Florida
Commission # GG 037886
My Comm. Expires [illegible]
Bonded through National Notary Assn.

(SEAL)

Kellie A. O'Boyle

Signature – Notary Public

Kellie A. O'Boyle

Printed Name of Notary

GG 037886

Notary's Commission No.

END OF DOCUMENT

No. BI-288c

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: ***Don A. Lambert, Jr.; D. Michael Stevens; or Donald A. Lambert, III of Acrisure, LLC dba CAL Risk Management of Jupiter, 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 **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** 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 25th day of JUNE, 2019.

Attest:

(Seal)

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

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 25th day of JUNE, 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

_____
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 29th day of APRIL, 2020.

(Seal)

_____
Vincent P. Forte

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.

Florida Department of State

DIVISION OF CORPORATIONS

Sunbiz.org Division of CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation

C & F ELECTRIC OF FORT LAUDERDALE, INC.

Filing Information

Document Number	M35720
FEI/EIN Number	59-2709494
Date Filed	07/24/1986
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/30/1993
Event Effective Date	NONE

Principal Address

1660 NW 65TH AVENUE
SUITE 5
PLANTATION, FL 33313

Changed: 03/01/1999

Mailing Address

1660 NW 65TH AVENUE
SUITE 5
PLANTATION, FL 33313

Changed: 03/01/1999

Registered Agent Name & Address

FLANAGAN, KEVIN M
1660 NW 65TH AVENUE SUITE 5
PLANTATION, FL 33313

Name Changed: 04/12/2013

Address Changed: 03/01/1999

Officer/Director Detail

Name & Address

Title PTD

FLANAGAN, KEVIN

1660 NW 65TH AVENUE, SUITE 5
PLANTATION, FL 33313

Title SVD

FLANAGAN, KEVIN M
1660 NW 65TH AVENUE, SUITE 5
PLANTATION, FL 33313

Title VP

Flanagan, Kevin C
1660 NW 65TH AVENUE
SUITE 5
PLANTATION, FL 33313

Title VP

Giordano, Anthony P
1660 NW 65TH AVENUE
SUITE 5
PLANTATION, FL 33313

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	02/07/2019
2020	01/15/2020

Document Images

01/15/2020 -- ANNUAL REPORT	View image in PDF format
05/06/2019 -- Off/Dir Resignation	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
02/03/2016 -- ANNUAL REPORT	View image in PDF format
01/16/2015 -- ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
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01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/28/2011 -- ANNUAL REPORT	View image in PDF format
03/04/2010 -- ANNUAL REPORT	View image in PDF format
03/20/2009 -- ANNUAL REPORT	View image in PDF format
03/06/2008 -- ANNUAL REPORT	View image in PDF format
02/08/2007 -- ANNUAL REPORT	View image in PDF format
01/06/2006 -- ANNUAL REPORT	View image in PDF format
04/22/2005 -- ANNUAL REPORT	View image in PDF format
01/14/2004 -- ANNUAL REPORT	View image in PDF format
01/03/2003 -- ANNUAL REPORT	View image in PDF format
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01/13/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
01/20/1998 -- ANNUAL REPORT	View image in PDF format
01/14/1997 -- ANNUAL REPORT	View image in PDF format
01/26/1996 -- ANNUAL REPORT	View image in PDF format
01/19/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130

Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS

Notified: 3866 # Downloaded: 117

of Responses Rec'd: 31 # of "No Bids": 0

For: DISTRICTWIDE (School/Department)

ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL

Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020
(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: UNLIMITED					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 5 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs.* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOCUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

* Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR GENERAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

COSUGAS, LLC
719 Shotgun Road
Sunrise, FL 33326

FEIN# 05-0540995

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction:** A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP B: FLCC VALUES FROM $200,000 to $1,000,000	
GENERAL CONTRACTOR	Single Fixed Multiplier	0.895
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK**.

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

COSUGAS, LLC (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, COSUGAS, LLC (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Cosugas, LLC	719 Shotgun Road Sunrise, FL 33326
Surety:	QBE Insurance Corporation	55 Water Street New York, NY 10041
Surety's Agent:	Warren M. Alter	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, COSUGAS, LLC 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ATTEST:

COSUGAS, LLC

By _____
Herman Giacomelli, Managing Manager

_____
Secretary

-or-

Witness

Witness

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of April, 2020 by Herman Giacomelli of COSUGAS, LLC 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: May 25, 2023

FARID LA TORRE
Notary Public · State of Florida
Commission # GG 298700
My Comm. Expires May 25, 2023
Bonded through National Notary Assn.

Signature, Notary Public

Printed Name of Notary

(SEAL)

GG 298700
Notary's Commission No.

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: QBE Insurance Corporation

Lily Rafford

Lily Rafford, Client Relations Manager

By:

Its: Warren M. Alter, Attorney-in-Fact

Date: April 28, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28th day of April, 2020 by Warren M. Alter of QBE Insurance Corporation, on behalf of the corporation or agency.

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

My commission expires: November 15, 2021

(SEAL)

Dawn Auspitz

Signature – Notary Public

NOTARY PUBLIC STATE OF FLORIDA

DAWN AUSPITZ
COMMISSION # GG145743
EXPIRES Nov. 15, 2021
BONDED THROUGH
RLI INSURANCE COMPANY

Dawn Auspitz

Printed Name of Notary

GG145743

Notary's Commission No.

END OF DOCUMENT

QBE.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Warren M. Alter, David T. Satine, Jonathan A. Bursevich of Alter Surety Group 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, 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 New York, without giving effect to the principles of conflict of laws. 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 with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email 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 or electronically reproduced 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 December 19, 2019.

Attest:

(Seal)

By: Brett Halsey
Brett Halsey
Senior Vice President

QBE INSURANCE CORPORATION

By:
Charles Cygal
Vice President

STATE OF NEW YORK)
)SS.:
COUNTY OF NEW YORK)

On this December 19, 2019, before me personally appeared Brett Halsey and Charles Cygal, both to me known to be Senior Vice President and Vice President, respectively, of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

SIMA S PATEL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 01PA6159503
COMMISSION EXPIRES JAN. 16, 2023

By:
Sima S. Patel, Notary Public

CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of QBE Insurance Corporation 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 herein, 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 28th day of April 2020.

(Seal)

By:
Mark Pasko, Corporate Secretary

Florida Department of State DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

COSUGAS, LLC

Filing Information

Document Number	L02000021796
FEI/EIN Number	05-0540995
Date Filed	08/23/2002
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Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	03/25/2004
Event Effective Date	NONE

Principal Address

719 Shotgun Rd
Sunrise, FL 33326

Changed: 03/01/2016

Mailing Address

1059 Waterside Circle
Weston, FL 33327

Changed: 03/01/2016

Registered Agent Name & Address

GIACOMELLI, HERMAN
1059 Waterside Circle
Weston, FL 33327

Name Changed: 09/26/2003

Address Changed: 03/01/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

GIACOMELLI, HERMAN
1059 Waterside Circle
Weston, FL 33327

Title MGRM

ROSETTI, MARIANA
1059 Waterside Circle
Weston, FL 33327

Annual Reports

Report Year	Filed Date
2017	04/05/2017
2018	03/29/2018
2019	04/09/2019

Document Images

04/09/2019 -- ANNUAL REPORT	View image in PDF format
03/29/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
03/14/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
04/13/2010 -- ANNUAL REPORT	View image in PDF format
03/10/2009 -- ANNUAL REPORT	View image in PDF format
04/14/2008 -- ANNUAL REPORT	View image in PDF format
04/23/2007 -- ANNUAL REPORT	View image in PDF format
04/11/2006 -- ANNUAL REPORT	View image in PDF format
03/15/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
03/25/2004 -- Amended and Restated Articles	View image in PDF format
09/26/2003 -- Reg. Agent Change	View image in PDF format
09/09/2003 -- Amended and Restated Articles	View image in PDF format
06/13/2003 -- ANNUAL REPORT	View image in PDF format
11/05/2002 -- Amended and Restated Articles	View image in PDF format
08/23/2002 -- Florida Limited Liabilites	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: UNLIMITED					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 5 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs*. **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT #0473	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

* Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR GENERAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

D2 CONSTRUCTION, INC.
12485 SW 137 Avenue – Suite 203
Miami, FL 33186

FEIN# 11-3677117

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
GENERAL CONTRACTOR	Single Fixed Multiplier	0.820
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

D2 CONSTRUCTION, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, D2 CONSTRUCTION, INC. (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	D2 Construction, Inc.	12485 SW 137 Avenue – Suite 203 Miami, FL 33186
Surety:	United States Fire Insurance Company	305 Madison Avenue Morristown, New Jersey 07960
Surety's Agent:	Charles J. Nielson	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, D2 CONSTRUCTION, 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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(Corporate Seal)

ATTEST:

Secretary

-or-

Witness

Witness

FOR CONTRACTOR

D2 CONSTRUCTION, INC.

By
Howard Diston, President

STATE OF Florida)

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Howard Diston of D2 CONSTRUCTION, 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:

Signature, Notary Public

Printed Name of Notary
(SEAL)

TANIA KRISTINA HONORAT
Notary Public - State of Florida
Commission # GG 207117
My Comm. Expires Aug 6, 2022
Bonded through National Notary Assn.

Notary's Commission No.

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: United States Fire Insurance Company

Denise Iglesias

By: _____

Its: Charles J. Nielson, Atty.-In-Fact

Date: April 28, 2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Charles J. Nielson of Attorney-In-Fact of United States Fire Insurance Company, on behalf of the corporation or agency.

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 L IGLESIAS
NOTARY PUBLIC
STATE OF FLORIDA
GG204944
MY COMMISSION EXPIRES MAY. 21, 2022

Olga Iglesias

Printed Name of Notary

Notary's Commission No.

END OF DOCUMENT

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402019

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28 day of April 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation

D2 CONSTRUCTION, INC.

Filing Information

Document Number	P03000015278
FEI/EIN Number	11-3677117
Date Filed	02/07/2003
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/08/2004
Event Effective Date	NONE

Principal Address

12485 SW 137 AVE.
SUITE 203
MIAMI, FL 33186

Changed: 04/18/2014

Mailing Address

15530 SW 112th Drive
SUITE 203
Miami, FL 33196

Changed: 01/11/2019

Registered Agent Name & Address

DISTON, HOWARD
15530 SW 112 DRIVE
MIAMI, FL 33196

Name Changed: 10/11/2004

Officer/Director Detail

Name & Address

Title President, Director, Secretary

DISTON, HOWARD
15530 SW 112 DRIVE
MIAMI, FL 33196

Annual Reports

Report Year	Filed Date
2018	03/08/2018
2019	01/11/2019
2020	04/17/2020

Document Images

04/17/2020 -- ANNUAL REPORT	View image in PDF format
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02/10/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
02/01/2010 -- ANNUAL REPORT	View image in PDF format
02/11/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
03/15/2007 -- ANNUAL REPORT	View image in PDF format
01/13/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
12/08/2004 -- Name Change	View image in PDF format
10/11/2004 -- ANNUAL REPORT	View image in PDF format
03/19/2004 -- ANNUAL REPORT	View image in PDF format
02/07/2003 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: *Cheryl Fields* (Purchasing Agent) Date: 4-23-2020

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GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: UNLIMITED					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 5 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

BIDDERS	GENERAL CONTRACTOR MULTIPLIER	ELECTRICAL CONTRACTOR MULTIPLIER	MECHANICAL CONTRACTOR MULTIPLIER	ROOFING CONTRACTOR MULTIPLIER	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR MULTIPLIER	SITE UTILITIES CONTRACTOR MULTIPLIER	GROUP CATEGORY
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs .* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program**. Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

	REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	*NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:
In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:
Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:
In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR ELECTRICAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

DANTO BUILDERS, LLC
5601 Powerline Road, Suite 401
Fort Lauderdale, FL 33309

FEIN# 26-0232799

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction**: A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
ELECTRICAL CONTRACTOR	Single Fixed Multiplier	0.814
	Contract Amount	$15,000,000
	Renewable Amount	$5,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK**.

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

DANTO BUILDERS, LLC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, DANTO BUILDERS, LLC. (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Danto Builders, LLC	5601 Powerline Road, Suite 401 Fort Lauderdale, FL 33309
Surety:	The Ohio Casualty Insurance Company	175 Berkeley Street Boston, MA 02116
Surety's Agent:	Christine Morton or Paul Ciambriello	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, DANTO BUILDERS, LLC 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

ATTEST:

Danto Builders, LLC CORPORATE SEAL 05/10/2007 Florida

DANTO BUILDERS, LLC

By_____

Craig Danto, Managing Manager

_____

Secretary

-or-

_____

Witness

_____

Witness

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of April, 2020 by Craig Danto of DANTO BUILDERS, LLC 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: 09/10/2020

_____

Signature, Notary Public

Mariana M. De Souza

Printed Name of Notary

(SEAL)

FF 995669

Notary's Commission No.

MARIANA M DE SOUZA
Notary Public - State of Florida
Commission # FF 995669
My Comm. Expires Sep 10, 2020

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: The Ohio Casualty Insurance Company

By: Christine Morton

Its: Attorney-in-Fact & FL Licensed Resident Agent

Date: 04/28/2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Christine Morton of Longwood, Florida, 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: 02/10/2020

Notary Public State of Florida
Jennifer L. Hindley
My Commission GG 178645
Expires 02/10/2022

(SEAL)

Signature – Notary Public

Jennifer L. Hindley

Printed Name of Notary

GG 178645

Notary's Commission No.

Inquiries (407) 834-0022

END OF DOCUMENT

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202380-969517**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer L. Hindley; Paul J. Ciambriello; M. G. Francis; Bryce G. Guignard; April L. Lively; Margie L. Morris; Christine Morton; Kelly Phelan; Allyson Foss Wing

all of the city of Longwood state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of October, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of April, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company

DANTO BUILDERS, LLC

Filing Information

Document Number	L07000049594
FEI/EIN Number	26-0232799
Date Filed	05/10/2007
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/07/2017
Event Effective Date	NONE

Principal Address

5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Changed: 04/24/2017

Mailing Address

5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Changed: 04/24/2017

Registered Agent Name & Address

DANTO, CRAIG
5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Name Changed: 03/16/2010

Address Changed: 04/24/2017

Authorized Person(s) Detail

Name & Address

Title MGRM

DANTO, CRAIG

5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Title MGRM

DANTO, DEBORAH
5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2017	04/24/2017
2018	04/16/2018
2019	04/03/2019

Document Images

04/03/2019 -- ANNUAL REPORT	View Image in PDF format
04/16/2018 -- ANNUAL REPORT	View Image in PDF format
08/07/2017 -- LC Amendment	View Image in PDF format
04/24/2017 -- ANNUAL REPORT	View Image in PDF format
04/22/2016 -- ANNUAL REPORT	View Image in PDF format
04/22/2015 -- ANNUAL REPORT	View Image in PDF format
04/21/2014 -- ANNUAL REPORT	View Image in PDF format
08/21/2013 -- AMENDED ANNUAL REPORT	View Image in PDF format
03/06/2013 -- ANNUAL REPORT	View Image in PDF format
10/19/2012 -- LC Amendment	View Image in PDF format
04/25/2012 -- ANNUAL REPORT	View Image in PDF format
03/01/2011 -- ANNUAL REPORT	View Image in PDF format
03/16/2010 -- ANNUAL REPORT	View Image in PDF format
03/23/2009 -- ANNUAL REPORT	View Image in PDF format
04/09/2008 -- ANNUAL REPORT	View Image in PDF format
05/10/2007 -- Florida Limited Liability	View Image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #:	FY20-130	Tentative Board Meeting Date*:	May 19, 2020
Hard Bid Title:	CONSTRUCTION SERVICES MINOR PROJECTS	# Notified:	3866 # Downloaded: 117
		# of Responses Rec'd:	31 # of "No Bids": 0
For:	DISTRICTWIDE (School/Department)	ITB Opening Date :	April 1, 2020
Fund:	ADEFP / CAPITAL	Advertised Date:	January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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PAGE 2
ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: UNLIMITED					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 5 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs.* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Calliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

EDDC Notes:

Group A:

In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for Group A off this Bid.

The Following firms have submitted the required documentation in accordance with the solicitation and meets the SBE requirements for Group A:

Azulejo Inc., Lee Electrical & Contracts, Thermo Air, Inc.

Note: The following firms are Non SBBC Certified SBEs and are not eligible to participate in Group A:

Advanced Roofing, Universal Electric of Florida, Inc., Faith Construction Corp.
Florida Palm Construction Inc.

Group B, C, and D:

In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program** for Group B, C and D of this Bid.

The following firms have submitted documentation in accordance with the solicitation and meets the MWBE requirements for the respective Group B,C and D:

Advanced Roofing, Inc.,
Cosugas, LLC,
C&F Electric,
Danto Builders, LLC,
Faith Construction Corp,
Florida Palm Construction Inc.,
Johnson-Laux Construction, LLC,
Lee Electrical & Contracts,
MBR Construction, Inc.,
OAC Action Construction Corp.,
S3S Construction Inc.,
Thornton Construction Co.,
Atlas Apex Roofing, LLC, Azulejo Inc.,
Blizzard Air Conditioning, LLC,
D2 Construction Inc.,
Decktight Roofing Services,
FHP Tectonics, Corp.
Grace & Naeem Uddin, Inc.,
Koldaire, Inc.,
Lego Construction Co.,
Messam Construction,
RGEN Enterprises,
Thermo Air, Inc.,
Universal Electric of Florida, Inc.

Note: The following firms did not submit SDOP documentation, and therefore did not meet the MWBE requirements of this solicitation.
Caliste Construction: Missing Signature on Doc. 00471 (Bidder's Assurance Document)
Protect Video: Missing Document 00471 (Bidder's Assurance Document)

Document 00470 and 00475 must be submitted with bid docs. on a project by project basis for evaluation prior NTP notification.

Date:	Tuesday, April 14, 2020
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Anne Marie Richards, Advocacy & Compliance Coordinator Dr. Ernesto De la Hoz, Advocacy & Compliance Specialist III

Date Created: 4/17/19

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR GENERAL CONTRACTOR

THIS AGREEMENT made and entered into this __ day of _____in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

DANTO BUILDERS, LLC
5601 Powerline Road, Suite 401
Fort Lauderdale, FL 33309

FEIN# 26-0232799

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

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

1.03 **Owner's Representatives** - The Executive Director or designee.

1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.

1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.

1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.

1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.

1.08 **Manager, Construction:** A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.

1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.

1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.

1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.

1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.

1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data,

samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.

1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.

1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.

1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.

1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes Sections 468, 633 and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.

1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.

1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of the Manager, Construction.

1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.

1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.

1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.

1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.

1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.01 Representations:

2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.

2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of

SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.

3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 **Project Management:**

3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.

3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Categories	GROUP C: FLCC VALUES FROM $1,000,000 to $2,000,000	
GENERAL CONTRACTOR	Single Fixed Multiplier	0.820
	Contract Amount	$30,000,000
	Renewable Amount	$10,000,000

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.

4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.

c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.

d. Tools and equipment with an individual cost of $500 or less.

e. Cell phone charges in excess of $100 per authorized employee as approved by the Owner.

f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.

g. Overtime charges not previously authorized in writing by the Owner.

h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.

5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.

5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**

6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.

6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.

7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers

engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.

9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars ($200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars ($200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F .S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.

9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.

9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any

pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than $2,000,000 per occurrence; $2,000,000 general aggregate. Products Completed Operations aggregate shall be not than $2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars ($1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for $1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

DANTO BUILDERS, LLC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, DANTO BUILDERS, LLC. (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand $500,000/$500,000/$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 ~~Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.~~

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is : _____.
2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3) Contractual liability is included in the General Liability policy.
4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 **Performance:**

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 **Term of Agreement:**

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01,Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a $2,000,000 FLCC unless the project costs exceed $2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01,Table A.

10.03 **Time for Performance:**

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 **Termination of Agreement:**

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 **Termination for Convenience:**

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 **Contractor's Accounting Records and Right to Audit Provisions:**

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater

than $25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular manner, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 **Strict Performance:**

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 **Prompt and Satisfactory Correction:**

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 **Successors and Assigns:**

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attention: Robert W. Runcie
With Copy To:	Director, Construction Office of Capital Programs The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attention: Philip D. Kaufold
Contractor:	Danto Builders, LLC	5601 Powerline Road, Suite 401 Fort Lauderdale, FL 33309
Surety:	The Ohio Casualty Insurance Company	175 Berkeley Street Boston, MA 02116
Surety's Agent:	Christine Morton or Paul Ciambriello	
Project Consultant:	To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

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

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In witness thereof, the said Contractor, DANTO BUILDERS, LLC 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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FOR CONTRACTOR

(Corporate Seal)

Danto Builders, LLC CORPORATE SEAL 05/10/2007 Florida

ATTEST:

DANTO BUILDERS, LLC

By _____
Craig Danto, Managing Manager

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of April, 2020 by Craig Danto of DANTO BUILDERS, LLC 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: 09/10/2020

_____
Signature, Notary Public

Mariana M. De Souza
Printed Name of Notary

(SEAL)

FF 995669
Notary's Commission No.

MARIANA M DE SOUZA
Notary Public - State of Florida
Commission # FF 995669
My Comm. Expires Sep 10, 2020

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: The Ohio Casualty Insurance Company

By: Christine Morton

Christine Morton

Its: Attorney-in-Fact & FL Licensed Resident Agent

Date: 04/28/2020

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Christine Morton of Longwood, Florida, 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: 02/10/2020

Notary Public State of Florida
Jennifer L. Hindley
My Commission GG 178645
Expires 02/10/2022

(SEAL)

Jennifer L. Hindley

Signature – Notary Public

Jennifer L. Hindley

Printed Name of Notary

GG 178645

Notary's Commission No.

Inquiries (407) 834-0022

END OF DOCUMENT

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202380-969517

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer L. Hindley; Paul J. Ciambriello; M. G. Francis; Bryce G. Guignard; April L. Lively; Margie L. Morris; Christine Morton; Kelly Phelan; Allyson Foss Wing

all of the city of Longwood state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of October, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of April, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company

DANTO BUILDERS, LLC

Filing Information

Document Number	L07000049594
FEI/EIN Number	26-0232799
Date Filed	05/10/2007
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/07/2017
Event Effective Date	NONE

Principal Address

5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Changed: 04/24/2017

Mailing Address

5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Changed: 04/24/2017

Registered Agent Name & Address

DANTO, CRAIG
5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Name Changed: 03/16/2010

Address Changed: 04/24/2017

Authorized Person(s) Detail

Name & Address

Title MGRM

DANTO, CRAIG

5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Title MGRM

DANTO, DEBORAH
5601 POWERLINE RD.
SUITE 401
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2017	04/24/2017
2018	04/16/2018
2019	04/03/2019

Document Images

04/03/2019 -- ANNUAL REPORT	View Image in PDF format
04/16/2018 -- ANNUAL REPORT	View Image in PDF format
08/07/2017 -- LC Amendment	View Image in PDF format
04/24/2017 -- ANNUAL REPORT	View Image in PDF format
04/22/2016 -- ANNUAL REPORT	View Image in PDF format
04/22/2015 -- ANNUAL REPORT	View Image in PDF format
04/21/2014 -- ANNUAL REPORT	View Image in PDF format
08/21/2013 -- AMENDED ANNUAL REPORT	View Image in PDF format
03/06/2013 -- ANNUAL REPORT	View Image in PDF format
10/19/2012 -- LC Amendment	View Image in PDF format
04/25/2012 -- ANNUAL REPORT	View Image in PDF format
03/01/2011 -- ANNUAL REPORT	View Image in PDF format
03/16/2010 -- ANNUAL REPORT	View Image in PDF format
03/23/2009 -- ANNUAL REPORT	View Image in PDF format
04/09/2008 -- ANNUAL REPORT	View Image in PDF format
05/10/2007 -- Florida Limited Liability	View Image in PDF format

Florida Department of State, Division of Corporations

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #: FY20-130 | Tentative Board Meeting Date*: May 19, 2020

Hard Bid Title: CONSTRUCTION SERVICES MINOR PROJECTS | # Notified: 3866 | # Downloaded: 117

# of Responses Rec'd: 31 | # of "No Bids": 0

For: DISTRICTWIDE (School/Department) | ITB Opening Date : April 1, 2020

Fund: ADEFP / CAPITAL | Advertised Date: January 9, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted **at Rock Island Professional Development Center – Portable #12** and www.Demandstar.com on **April 23, 2020 @ 8:45 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.

SECOND REVISED RECOMMENDATION TABULATION

THIS POSTING REPLACES AND SUPERSEDES THE POSTING MADE APRIL 21, 2020 AND APRIL 22, 2020.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-130 CONSTRUCTION SERVICES MINOR PROJECTS (CSMP) ON JANUARY 9, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

UNIQUE POTENTIAL PREQUALIFIED PLANHOLDERS	UNIQUE POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
54	24	31	16

IT IS RECOMMENDED THE AWARD BE MADE TO THE RESPONSIVE, RESPONSIBLE BIDDERS THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID. MAXIMUM CONTRACT DOLLAR VALUES AND PREQUALIFICATION LIMITATIONS ARE DEFINED IN TABLE A BELOW:

RECOMMENDED BIDDERS MEETING ALL DEFINED CRITERIA ARE:

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP A – GENERAL CONTRACTOR	S3S CONSTRUCTION, INC.	0.890 MULTIPLIER
GROUP A – ELECTRICAL CONTRACTOR	LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 MULTIPLIER
GROUP B – GENERAL CONTRACTOR	KOLDAIRE, INC.	0.895 MULTIPLIER
	COSUGAS, LLC	0.895 MULTIPLIER
GROUP B – MECHANICAL CONTRACTOR	ADVANCED ROOFING, INC.	0.900 MULTIPLIER

By: Cheryl Fields (Purchasing Agent) Date: 4-23-2020

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PAGE 2
ITB FY20-130
CONSTRUCTION SERVICES MINOR PROJECTS (CSMP)

GROUP / TRADE CATEGORY	VENDOR(S) NAMES	SINGLE FIXED MULTIPLIER
GROUP C – GENERAL CONTRACTOR	OAC ACTION CONSTRUCTION CORP.	0.820 MULTIPLIER
	JOHNSON-LAUX CONSTRUCTION, LLC	0.820 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.820 MULTIPLIER
	THORNTON CONSTRUCTION COMPANY, INC.	0.820 MULTIPLIER
	ADVANCED ROOFING, INC.	0.820 MULTIPLIER
	DANTO BUILDERS, LLC	0.820 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.820 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.820 MULTIPLIER
	AZULEJO, INC.	0.820 MULTIPLIER
	D2 CONSTRUCTION, INC.	0.820 MULTIPLIER
GROUP C – ELECTRICAL CONTRACTOR	UNIVERSAL ELECTRIC OF FLORIDA, INC.	0.814 MULTIPLIER
	C & F ELECTRIC OF FORT LAUDERDALE, INC.	0.814 MULTIPLIER
	DANTO BUILDERS, LLC	0.814 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.814 MULTIPLIER
GROUP C – MECHANICAL CONTRACTOR	DANTO BUILDERS, LLC	0.940 MULTIPLIER
	KOLDAIRE, INC.	0.940 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.940 MULTIPLIER
GROUP C – ROOFING CONTRACTOR	ATLAS APEX ROOFING, LLC	0.875 MULTIPLIER
	ADVANCED ROOFING, INC.	0.875 MULTIPLIER
	DANTO BUILDERS, LLC	0.875 MULTIPLIER
	DECKTIGHT ROOFING SERVICES, INC.	0.875 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.875 MULTIPLIER
GROUP D – SITE UTILITIES CONTRACTOR	FHP TECTONICS CORP.	0.835 MULTIPLIER
	GRACE & NAEEM UDDIN, INC.	0.835 MULTIPLIER
	ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.835 MULTIPLIER

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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TABLE A

GROUP A: PROJECTS VALUED FROM $0 TO $200,000; PREQUALIFICATION UP TO $1 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: UNLIMITED					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$9,000,000	$3,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$3,000,000	$1,000,000	3 YEAR	1 YEAR	2

GROUP B: PROJECTS VALUED OVER $200,000 TO UNDER $1,000,000; PREQUALIFICATION AT LEAST $1 MILLION AND NOT MORE THAN $2 MILLION PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP C: PROJECTS VALUED FROM $1,000,000 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 10 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
GENERAL CONTRACTOR	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2
MECHANICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ELECTRICAL	$15,000,000	$5,000,000	3 YEAR	1 YEAR	2
ROOFING	$30,000,000	$10,000,000	3 YEAR	1 YEAR	2

GROUP D: PROJECTS VALUED FROM $0 TO $2,000,000; PREQUALIFICATION AT LEAST $2,000,000.00 PER PROJECT LIMIT LIMIT OF CONTRACTORS: 5 PER CATEGORY					
WORK CATEGORY	**CONTRACT AMOUNT PER FIRM**	**RENEWAL AMOUNT**	**TERM**	**RENEWAL**	**# OF RENEWAL OPTIONS**
SITE UTILITIES	$12,000,000	$4,000,000	3 YEAR	1 YEAR	2

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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BID REJECTIONS:

FOR THE REASONS STATED BELOW IT IS RECOMMENDED THE BIDS BE REJECTED FOR FAILURE TO COMPLY WITH THE BID REQUIREMENTS.

THE FOLLOWING CONTRACTORS ARE NOT PREQUALIFIED WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; THEREFORE, IT IS RECOMMENDED THAT THE BIDS FROM "D" ELECTRICIAN TECHNICAL SERVICES INC., GIANNETTI CONTRACTING CORPORATION, I G W T CONSTRUCTION, INC., AND TJ OF MIAMI INC. BE REJECTED IN THEIR ENTIRETY AS *NON-RESPONSIBLE* AND RETURNED UNOPENED FOR FAILURE TO COMPLY WITH BID DOCUMENT 00008 PREQUALIFICATION OF CONTRACTORS NOTICE, SECTION 1013.46 F.S., CH. 4.1(1) OF STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES, AND BOARD POLICY 7003.1.

BLIZZARD AIR CONDITIONING, LLC ("BAC")

REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM BAC FOR GROUP B MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

CALISTE CONSTRUCTION, LLC ("CALISTE")

REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA"; AND REJECT THE BID FROM CALISTE FOR GROUP C GENERAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

FAITH CONSTRUCTION CORPORATION ("FAITH")

REJECT THE BID FROM FAITH FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

FLORIDA PALM CONSTRUCTION, INC. ("FPC")

REJECT THE BID FROM FPC FOR GROUP A GENERAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID.

RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING ("RGEN")

REJECT THE BID FROM RGEN FOR GROUP C MECHANICAL CONTRACTOR BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THERMO AIR, INC.

REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS A, B, AND C MECHANICAL CONTRACTOR AS *NONRESPONSIVE* FOR FAILURE TO SUBMIT THE REQUIRED CERTIFIED CASHIER'S CHECK OR COMPLETED BID SECURITY FORM AS REQUIRED IN DOCUMENT #00420 BID SECURITY FORM, WHICH STATES "IT IS A CONDITION PRECEDENT TO THE SUBMISSION OF SAID BID THAT A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF $5,000.00 BE SUBMITTED WITH SAID BID AS A GUARANTEE THAT THE BIDDER WOULD, IF AWARDED THE CONTRACT, ENTER INTO A WRITTEN CONTRACT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA".

REJECT THE BID FROM THERMO AIR, INC. FOR GROUP A MECHANICAL CONTRACTOR AS *NON-RESPONSIBLE* FOR FAILURE TO BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE AT THE TIME OF BID AS REQUIRED BY DOCUMENT 00101 ADVERTISEMENT TO BID, AND REJECT THE BID FROM THERMO AIR, INC. FOR GROUPS B AND C MECHANICAL CONTRACTOR AS BEING *NON-RESPONSIBLE* FOR EXCEEDING ITS PREQUALIFICATION PER PROJECT AND AGGREGATE LIMITS AS SET FORTH IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS.

GROUP D FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR

STAFF RECOMMENDS THE REJECTION THE BID FROM ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION AND RESOLICIT PROPOSALS BECAUSE THIS BID WAS THE ONLY BID RECEIVED FOR THIS GROUP AND WORK CATEGORY. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".

ADVANCED ROOFING, INC. ("ARI")

REJECT THE MULTIPLIERS SUBMITTED BY ARI FOR GROUPS A AND B GENERAL CONTRACTOR, GROUP A MECHANICAL CONTRACTOR, AND GROUPS A AND B ROOFING CONTRACTOR, AS ARI IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON ARI'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. ARI EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUPS.

FHP TECTONICS CORP. ("FHP")

REJECT THE MULTIPLIER SUBMITTED BY FHP FOR GROUP B GENERAL CONTRACTOR AS FHP IS *INELIGIBLE* TO BID ON THOSE GROUPS BASED UPON FHP'S PREQUALIFICATION LIMITS AS STATED IN DOCUMENT 00410 BID FORM FOR PROVISIONS OF LABOR AND MATERIALS. FHP EXCEEDED THE PRESCRIBED PREQUALIFICATION LIMITS FOR THE APPLICABLE GROUP.

BID WAIVERS:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC ("LEE")

STAFF RECOMMENDS THE WAIVER OF THE LEE'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM TEN (10) BECAUSE ADDENDUM TEN (10) ONLY CHANGED THE BID LOCATION AND DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS; AND WAIVE AS A TECHNICALITY THE FAILURE OF LEE TO SUBMIT FORM 00470 STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR BECAUSE LEE IS ITSELF AN M/WBE FIRM AND SUBMITTING FORM 00470 WOULD BE REDUNDANT, AND ACCEPT LEE'S BID AS THE ONLY BID RECEIVED FOR GROUP A ELECTRICAL CONTRACTOR. SCHOOL BOARD POLICY 3320, PART II, SECTION K STATES "IF LESS THAN TWO RESPONSIVE PROPOSALS FOR A COMMODITY OR CONTRACTUAL SERVICES ARE RECEIVED, THE SCHOOL DISTRICT MAY NEGOTIATE ON THE BEST TERMS AND CONDITIONS OR DECIDE TO REJECT ALL PROPOSALS AND RE-SOLICIT PROPOSALS".
NOTE: LEE MUST FULLY COMPLY WITH THE REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND SHALL BE REQUIRED TO PROVIDE THE COMPLETED AND EXECUTED FORM 00470 AS PART OF ITS POST AWARD DOCUMENTS.

BID WITHDRAWALS:

THE BID FROM PROTECT VIDEO, INC. FOR GROUP B ELECTRICAL CONTRACTOR HAS BEEN WITHDRAWN.

By: Cheryl Fields Date: 4-23-2020

(Purchasing Agent)

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR

ABSTRACT OF BIDS – Revised 4/22/2020

Project No:/ Bid No: FY20-130
Project Title: CONSTRUCTION SERVICES MINOR PROJECTS

Bid Opening Date and Time: April 1, 2020 – 12:00 PM
Advertisement Date: February 14, 2020
Number of Addenda: 10

Potential Pre-qualified Planholders: 54
Potential Pre-qualified M/WBE Planholders: ~~31~~ 24
Proposals Received: ~~27~~ 31
Proposals Received from M/WBE Planholders: ~~15~~ 16

STATUS OF BIDDER TABLE

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
ADVANCED ROOFING, INC.	NON-SBBC CERTIFIED	State General Class A Air Conditioning State Roofing	$7,500,000 / 150,000,000 $1,628,826 / 150,000,000 $6,466,750 / 150,000,000	BID BOND
ATLAS-APEX ROOFING, LLC	NON-SBBC CERTIFIED	State Roofing	$5,000,000 / 25,000,000	BID BOND
AZULEJO, INC.	S/M/WBE-HA	State General	$2,500,000 / 6,000,000	BID BOND
BLIZZARD AIR CONDITIONING, LLC	SBE	Class A Air Conditioning	$21,600 / 400,000	NONE
C & F ELECTRIC, INC.	SBE	State Electrical	$5,000,000 / 10,000,000	BID BOND
CALISTE CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State Building	$830,000 / 2,000,000	NONE
COSUGAS, LLC	E/S/MBE-HA	State General	$1,500,000 / 6,000,000	BID BOND
D2 CONSTRUCTION, INC.	S/MBE-AA	State General	$5,000,000 / 10,000,000	BID BOND

NAME OF BIDDERS	S/M/WBE CERTIFICATION STATUS	PRE-QUALIFICATION LIMITS FOR EACH TRADE CATEGORY		BID BOND OR CERTIFIED CASHIER'S CHECK RECEIVED
DANTO BUILDERS, LLC	S/WBE-WF	State General	$3,000,000 / 5,000,000	BID BOND
DECKTIGHT ROOFING SERVICES, INC.	NON-SBBC CERTIFIED	State General State Roofing	$2,716,178 / 12,000,000 $8,000,000 / 12,000,000	BID BOND
FAITH CONSTRUCTION CORPORATION	NON-SBBC CERTIFIED	State Building	$240,000 / 400,000	CERTIFIED CASHIER'S CHECK
FHP TECTONICS CORP.	NON-SBBC CERTIFIED	State General 1,300,000,000	$142,317,000 /	BID BOND
FLORIDA PALM CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State Building	$750,000 / 750,000	BID BOND
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA	State General	$4,907,838 / 75,000,000	BID BOND
JOHNSON-LAUX CONSTRUCTION, LLC	NON-SBBC CERTIFIED	State General	$20,000,000 / 60,000,000	BID BOND
KOLDAIRE, INC.	S/WBE-WF	Class A Air Conditioning State General	$3,276,000 / 8,000,000 $1,150,726 / 8,000,000	BID BOND
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	S/MBE	State Electrical	$500,000 / 700,000	BID BOND
LEGO CONSTRUCTION CO.	S/MBE-HA	State General	$11,444,169 / 150,000,000	BID BOND
MBR CONSTRUCTION, INC.	NON-SBBC CERTIFIED	State General	$7,170,000 / 50,000,000	BID BOND
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	S/M/WBE-AA	State General	$9,750,860 / 20,000,000	BID BOND
OAC ACTION CONSTRUCTION CORP.	S/MBE-HA	State General	$8,193,000 / 30,000,000	BID BOND
PROTECT VIDEO, INC.	S/MBE-HA	State Electrical	$1,000,000 / 3,000,000	BID BOND
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING	ESMBE-HA	State Mechanical	$595,000 / 2,000,000	BID BOND
S3S CONSTRUCTION, INC.	E/S/MBE-AA	State General	$617,000 / 750,000	BID BOND
THERMO AIR, INC.	NON-SBBC CERTIFIED	State Mechanical	$388,000 / 750,000	NONE
THORNTON CONSTRUCTION COMPANY, INC.	NON-SBBC CERTIFIED	State General	$45,000,000 / 90,000,000	BID BOND
UNIVERSAL ELECTRIC OF FLORIDA, INC.	NON-SBBC CERTIFIED	State Electrical	$5,000,000 / 15,000,000	BID BOND

MULTIPLIERS RECEIVED FOR THE TRADE CATEGORIES

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
BIDDERS	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	MULTIPLIER	
ADVANCED ROOFING, INC.	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)		0.920 (Group A) 0.900 (Group B)	0.940 (Group A) 0.920 (Group B) 0.900 (Group C)			A, B, & C
ATLAS-APEX ROOFING, LLC				0.875 (Group C)			C
AZULEJO, INC.	0.970 (Group C)						C
BLIZZARD AIR CONDITIONING, LLC			0.876 (Group B)				B
C & F ELECTRIC, INC.		0.814 (Group B) 0.814 (Group C)					B & C
CALISTE CONSTRUCTION, LLC	0.9999 (Group C)						C
COSUGAS, LLC	0.999 (Group B)						B
D2 CONSTRUCTION, INC.	0.997 (Group C)						C
DANTO BUILDERS, LLC	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)	0.940 (Group C)			C
DECKTIGHT ROOFING SERVICES, INC.	0.950 (Group C)			0.950 (Group C)			C
FAITH CONSTRUCTION CORPORATION	0.099 (Group A)						A
FHP TECTONICS CORP.	0.835 (Group B)					0.835 (Group D)	B & D
FLORIDA PALM CONSTRUCTION, INC.	0.200 (Group A)						A
GRACE & NAEEM UDDIN, INC.	0.8911 (Group C)					0.9473 (Group D)	C & D
JOHNSON-LAUX CONSTRUCTION, LLC	0.8450 (Group C)						C
KOLDAIRE, INC.	0.895 (Group B)		0.950 (Group C)				B & C

	GENERAL CONTRACTOR	ELECTRICAL CONTRACTOR	MECHANICAL CONTRACTOR	ROOFING CONTRACTOR	FIRE SPRINKLERS AND SUPPRESSION CONTRACTOR	SITE UTILITIES CONTRACTOR	GROUP CATEGORY
LEE ELECTRICAL & CONTROLS SUPPORT, LLC	0.865 (Group A)						A
LEGO CONSTRUCTION CO.	0.999 (Group C)						C
MBR CONSTRUCTION, INC.	0.998 (Group C)						C
ASSET BUILDERS, LLC D/B/A MESSAM CONSTRUCTION	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group C)	0.950 (Group D)	0.950 (Group D)	C & D
OAC ACTION CONSTRUCTION CORP.	0.82 (Group C)						C
PROTECT VIDEO, INC.		0.150 (Group B)					B
RGEN ENTERPRISES, LLC D/B/A COOL WATER AIR CONDITIONING			0.950 (Group C)				C
S3S CONSTRUCTION, INC.	0.950 (Group A)						A
THERMO AIR, INC.			0.95 (Group A) 0.95 (Group B) 0.95 (Group C)				A, B, & C
THORNTON CONSTRUCTION COMPANY, INC.	0.900 (Group C)						C
UNIVERSAL ELECTRIC OF FLORIDA, INC.		0.922 (Group A) 0.841 (Group B) 0.814 (Group C)					A, B, & C

The following contractors submitted proposals and are not prequalified with SBBC, as such the bids were not opened.

1. I G W T Construction, Inc.
2. Giannetti Contracting Corporation
3. "D" Electrician Technical Services Inc. – S/MBE - AA
4. TJ of Miami, Inc.

Witnessed by: Cheryl Fields - Purchasing Agent

Luis Perez, Purchasing Agent III
Dave Archer, Director, Program Controls
Lauren Collins, Secretary IV

Recommendation: A revised recommendation will be posted within 7 days.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Evaluation of Proposals

Document #3001a (ITB)

Bid # and Title:	ITB FY20-130 Continuing Contract Minor Projects
Project #:	TBD

The Supplier Diversity Outreach Program (SDOP) conducted a review of the respondents' compliance with the Policy 3330. An overview is provided as follows:

Affirmative Procurement Initiative (API):	The APIs implemented in this solicitation include: **For Group A:** In accordance with SBBC Policy No. 3330, Section E.1.b., the GSC has established **the Small Business Enterprise (SBE) Prime Contract Program Goals** for this Bid. Only Small Business Enterprise (SBE) Firms certified by SBBC, at time of bid submission, will be considered for award. *All SBBC certified S/M/WBEs are considered SBEs .* **For Group B, C, and D:** In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established **the M/WBE Subcontracting Program.** Bidders must commit to 12% participation of the total value of the contract by subcontracting eligible SBBC-certified M/WBE firms. NOTE: A M/WBE Prime who is self-performing must perform a minimum of 15% of the Work with its own labor force.

PRIME BIDDER	EDDC REVIEWED S/MWBE STATUS	SUBMITTED MWBE DOCUMENTS	EDDC QUALIFING GROUP	PROPOSED GROUP	General Contractor	Mechanical Contractor	Roofing Contractor	Electrical Contractor	Fire Sprinklers And Suppression Contractor	Site Utilities Contractor
Advanced Roofing, Inc.	Non-SBBC Certified	YES	B,C	A,B,C	X		X			
Atlas Apex Roofing, LLC	Non-SBBC Certified	YES	C	C			X			
Azulejo Inc.	SMWBE - HA	YES	A	A	X					
Blizzard Air Conditioning, LLC	SMBE-HA	YES	B	B		X				
C&F Electric	SBE	YES	B	B		X		X		
Caliste Construction, LLC	Non-SBBC Certified	NO	NO	C	X					
Cosugas, LLC	ESMBE - HA	YES	B	B	X					
D2 Construction Inc	SMBE - AA	YES	C	C	X					
Danto Builders, LLC	SWBE	YES	C	C	X	X	X	X		
Decktight Roofing Services	Non-SBBC Certified	YES	C	C	X		X			
Faith Construction Corp	Non-SBBC Certified	YES	NO	A	X					
FHP Tectonics Corp.	Non-SBBC Certified	YES	B,D	B,D	X					X
Florida Palm Construction Inc	Non-SBBC Certified	YES	NO	A	X					
Grace & Naeem Uddin, Inc.	SMWBE - HA	YES	C	C	X					
Johnson-Laux Construction, LLC.	Non-SBBC Certified	YES	C	C	X					
Koldaire, Inc.	SWBE	YES	B	B	X					
Lee Electrical & Contracts	SMBE - AA	YES	A	A				X		
Lego Construction Co.	SMBE- HA	YES	C	C	X					
MBR Construction, Inc.	Non-SBBC Certified	YES	C	C	X					
Messam Construction	SMBE-AA	YES	C	C	X	X	X	X	X	X
OAC Action Construction Corp.	SMBE-HA	YES	C	C	X					
Protect Video	SMBE - HA	NO	NO	B						X
RGEN Enterprises, LLC.	ESMBE-HA	YES	C	C		X				
S3S Construction Inc	ESMBE-AA	YES	B	B	X					
Thermo Air, Inc	SBE	YES	A,B,C	A,B,C		X				
Thornton Construction Co	Non-SBBC Certified	YES	C	C	X					
Universal Electric of Florida, Inc.	Non-SBBC Certified	YES	B,C	A,B,C				X		

KEY

	REQUIRED SMWBE DOUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00471	EDDC REVIEWED SMWBE CERTIFICATION STATUS

Certification Types*

*Firms may acquire a combination of the certification types offered by the District.

SBE	Small Business Enterprise
SMBE	Small Minority Business Enterprise
MBE	Minority Business Enterprise
MWBE	Minority Women Business Enterprise
WBE	Women Business Enterprise

Ethnicity/Gender Categories*

AA	African-American
APA	Asian-Pacific-American
HA	Hispanic-American
NA	Native-American
WBE	Non-Minority Women Business Enterprise