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

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	
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:

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

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

Paul J Caldwell

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.

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

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.

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)

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.

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

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

BID 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)

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.

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)

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. REVISED: 5/19/2017

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 DOCUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT PART1	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

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	
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:

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Vichie L. Belmont

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

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.

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)

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.

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)

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

BID 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)

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.

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

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.

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		
Celiste 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

DECKTIGHT ROOFING SERVICES, INC.
6680 NW 17th Avenue
Fort Lauderdale, FL 33309

FEIN# 65-0160298

(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:

DECKTIGHT ROOFING SERVICES, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, DECKTIGHT ROOFING SERVICES, 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:	Decktight Roofing Services, Inc.	6680 NW 17th Avenue Fort Lauderdale, FL 33309
Surety:	United States Fire Insurance Company	305 Madison Avenue Morristown, New Jersey 07960
Surety's Agent:	Sharon R. Myers	
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, DECKTIGHT ROOFING SERVICES, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

ATTEST:

DECKTIGHT ROOFING SERVICES, INC.

By _____
Richard Spreen, President

_____
Secretary

-or-

_____
Witness

Lynn Keenan
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 Richard Spreen of DECKTIGHT ROOFING SERVICES, 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: July 14, 2023

Natacha I. Santiago
Signature, Notary Public

Natacha I. Santiago
Printed Name of Notary

(SEAL) GG 346830
Notary's Commission No.

NATACHA I. SANTIAGO
Notary Public - State of Florida
Commission # GG 346830
My Comm. Expires Jul 14, 2023
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: United States Fire Ins. Co.

_____ **By:** _____

_____ **Its:** Attorney-In-Fact

Date: 4/28/20

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

STATE OF FL

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 Tina Mangum of Frank H Furman 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:

(SEAL)

NATHANIEL E. PRIDEMORE
Commission # GG 253042
Expires September 8, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Signature – Notary Public

Nathaniel E. Pridemore
Printed Name of Notary

_____
Notary's Commission No.

END OF DOCUMENT

Florida Department of State

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
DECKTIGHT ROOFING SERVICES INC.

Filing Information

Document Number	L32137
FEI/EIN Number	65-0160298
Date Filed	11/22/1989
State	FL
Status	ACTIVE

Principal Address

6680 NW 17TH AVE
FT LAUDERDALE, FL 33309

Changed: 04/29/1994

Mailing Address

6680 NW 17TH AVE
FT LAUDERDALE, FL 33309

Changed: 04/29/1994

Registered Agent Name & Address

SPREEN, RICHARD
6680 NW 17TH AVENUE
FORT LAUDERDALE, FL 33309

Name Changed: 03/22/2013

Address Changed: 11/19/2009

Officer/Director Detail

Name & Address

Title DPT

SPREEN, RICHARD
6680 NW 17TH AVENUE
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2018	01/03/2018

2019	01/25/2019
2020	01/16/2020

Document Images

01/16/2020 -- ANNUAL REPORT	View Image In PDF format
01/25/2019 -- ANNUAL REPORT	View Image In PDF format
01/03/2018 -- ANNUAL REPORT	View Image In PDF format
01/09/2017 -- ANNUAL REPORT	View Image In PDF format
01/25/2016 -- ANNUAL REPORT	View Image In PDF format
01/08/2015 -- ANNUAL REPORT	View Image In PDF format
01/09/2014 -- ANNUAL REPORT	View Image In PDF format
03/22/2013 -- ANNUAL REPORT	View Image In PDF format
04/13/2012 -- ANNUAL REPORT	View Image In PDF format
03/14/2011 -- ANNUAL REPORT	View Image In PDF format
02/24/2010 -- ANNUAL REPORT	View Image In PDF format
02/16/2009 -- ANNUAL REPORT	View Image In PDF format
05/07/2008 -- ANNUAL REPORT	View Image In PDF format
01/10/2007 -- ANNUAL REPORT	View Image In PDF format
03/28/2006 -- ANNUAL REPORT	View Image In PDF format
01/14/2005 -- ANNUAL REPORT	View Image In PDF format
03/17/2004 -- ANNUAL REPORT	View Image In PDF format
03/03/2003 -- ANNUAL REPORT	View Image In PDF format
02/26/2002 -- ANNUAL REPORT	View Image In PDF format
05/11/2001 -- Off/Dir Resignation	View Image In PDF format
05/11/2001 -- Off/Dir Resignation	View Image In PDF format
03/01/2001 -- ANNUAL REPORT	View Image In PDF format
03/03/2000 -- ANNUAL REPORT	View Image In PDF format
02/26/1999 -- ANNUAL REPORT	View Image In PDF format
02/25/1998 -- 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
02/27/1995 -- ANNUAL REPORT	View Image In PDF format
07/02/1993 -- Reg. Agent Change	View Image In PDF format

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* Date: 4-23-2020
(Purchasing Agent)

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

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)

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.

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)

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

BID 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)

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.

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)

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.

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 (M47)	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 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

DECKTIGHT ROOFING SERVICES, INC.
6680 NW 17th Avenue
Fort Lauderdale, FL 33309

FEIN# 65-0160298

(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:

DECKTIGHT ROOFING SERVICES, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, DECKTIGHT ROOFING SERVICES, 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:	Decktight Roofing Services, Inc.	6680 NW 17th Avenue Fort Lauderdale, FL 33309
Surety:	United States Fire Insurance Company	305 Madison Avenue Morristown, New Jersey 07960
Surety's Agent:	Sharon R. Myers	
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, DECKTIGHT ROOFING SERVICES, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

ATTEST:

DECKTIGHT ROOFING SERVICES, INC.

By _____
Richard Spreen, 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 Richard Spreen of DECKTIGHT ROOFING SERVICES, 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: July 14th 2023

_____
Signature, Notary Public

Natacha I. Santiago
Printed Name of Notary

(SEAL) GG 346830
Notary's Commission No.

NATACHA I. SANTIAGO
Notary Public - State of Florida
Commission # GG 346830
My Comm. Expires Jul 14, 2023
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: United States Fire Ins. CO.

_____ **By:** _____

_____ **Its:** Attorney-In-Fact

Date: 4-28-20

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

STATE OF FL

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 28th day of APRIL, 2020 by TINA MANGUM of FRANK A. FURMAN, 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:

(SEAL)

NATHANIEL E. PRIDEMORE
Commission # GG 253042
Expires September 8, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Signature – Notary Public

NATHANIEL E. PRIDEMORE
Printed Name of Notary

—
Notary's Commission No.

END OF DOCUMENT

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
DECKTIGHT ROOFING SERVICES INC.

Filing Information

Document Number	L32137
FEI/EIN Number	65-0160298
Date Filed	11/22/1989
State	FL
Status	ACTIVE

Principal Address

6680 NW 17TH AVE
FT LAUDERDALE, FL 33309

Changed: 04/29/1994

Mailing Address

6680 NW 17TH AVE
FT LAUDERDALE, FL 33309

Changed: 04/29/1994

Registered Agent Name & Address

SPREEN, RICHARD
6680 NW 17TH AVENUE
FORT LAUDERDALE, FL 33309

Name Changed: 03/22/2013

Address Changed: 11/19/2009

Officer/Director Detail

Name & Address

Title DPT

SPREEN, RICHARD
6680 NW 17TH AVENUE
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2018	01/03/2018

2019	01/25/2019
2020	01/16/2020

Document Images

01/16/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
03/22/2013 -- ANNUAL REPORT	View image in PDF format
04/13/2012 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
02/24/2010 -- ANNUAL REPORT	View image in PDF format
02/16/2009 -- ANNUAL REPORT	View image in PDF format
05/07/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
01/14/2005 -- ANNUAL REPORT	View image in PDF format
03/17/2004 -- ANNUAL REPORT	View image in PDF format
03/03/2003 -- ANNUAL REPORT	View image in PDF format
02/26/2002 -- ANNUAL REPORT	View image in PDF format
05/11/2001 -- Off/Dir Resignation	View image in PDF format
05/11/2001 -- Off/Dir Resignation	View image in PDF format
03/01/2001 -- ANNUAL REPORT	View image in PDF format
03/03/2000 -- ANNUAL REPORT	View image in PDF format
02/26/1999 -- ANNUAL REPORT	View image in PDF format
02/25/1998 -- 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
02/27/1995 -- ANNUAL REPORT	View image in PDF format
07/02/1993 -- Reg. Agent Change	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)

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.

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)

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

BID 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

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.

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)

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.

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 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

FHP TECTONICS CORP.
2501 E. Commercial Blvd. – Suite 100-101
Fort Lauderdale, FL 33308

FEIN# 36-4136428

(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 .0 111 (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:

FHP TECTONICS CORP. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, FHP TECTONICS CORP. (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:	FHP Tectonics Corp.	2501 E. Commercial Blvd. – Suite 100-101 Fort Lauderdale, FL 33308
Surety:	Continental Casualty Company National Fire Insurance Company Of Hartford	151 N. Franklin Street Chicago, IL 60606
Surety's Agent:	Adrienne C. Stevenson	
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, FHP Tectonics Corp. and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

FHP TECTONICS CORP.

ATTEST:

By _____
Leo Wright, Sr., Vice-President

_____
Secretary

-or-

_____
Witness Kathleen Pattison

_____
Witness Jake Vickers

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Leo Wright, Sr. of FHP TECTONICS CORP. 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

Laura Schlueter
_____
Printed Name of Notary

(SEAL) 603695
_____
Notary's Commission No.

OFFICIAL SEAL
LAURA M SCHLUETER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/29/2020

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: Continental Casualty Company

_____

_____

By: Adrienne C. Stevenson

Adrienne C. Stevenson

Its: 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 Georgia

COUNTY OF Fulton

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Adrienne C. Stevenson of Continental Casualty Company, on behalf of the corporation or agency.

He/she is personally known to me or produced Driver's License as identification and did/did not first take an oath.

My commission expires: August 23, 2021

(SEAL)

Maria Concepcion

Signature – Notary Public

Maria Concepcion

Printed Name of Notary

W-00337033

Notary's Commission No.

MARIA CONCEPCION NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 23, 2021

END OF DOCUMENT

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C. Stevenson , Individually

of Atlanta, Georgia , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

– In Unlimited Amounts –

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 3rd day of June, 2015.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires February 12, 2021

S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of April , 2020 .

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary

Form F6853-4-2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective "

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

Florida Department of State DIVISION OF CORPORATIONS

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

Detail by Entity Name

Foreign Profit Corporation
FHP TECTONICS CORP.

Filing Information

Document Number	F03000002688
FEI/EIN Number	36-4136428
Date Filed	05/23/2003
State	IL
Status	ACTIVE

Principal Address

5515 N EAST RIVER ROAD
CHICAGO, IL 60656

Changed: 01/04/2012

Mailing Address

5515 N EAST RIVER ROAD
CHICAGO, IL 60656

Changed: 01/04/2012

Registered Agent Name & Address

MEYERS, DAWN M
350 EAST LAS OLAS BLVD.
SUITE 1000
FT. LAUDERDALE, FL 33301

Name Changed: 01/11/2008

Address Changed: 01/17/2011

Officer/Director Detail

Name & Address

Title Director, President

BLAIR, JAMES V
5515 N EAST RIVER ROAD
CHICAGO, IL 60656

Title SECRETARY / CFO

HABSCHMIDT, JAMES J
5515 N EAST RIVER ROAD
CHICAGO, IL 60656

Title VP

STONE, TIMOTHY B
5515 N EAST RIVER ROAD
CHICAGO, IL 60656

Title VP

ZITEK, ROBERT F
5515 N EAST RIVER ROAD
CHICAGO, IL 60656

Title VP

WRIGHT, LEO
5515 N EAST RIVER ROAD
Chicago, IL 60656

Title VP

Scarpelli, Joseph V
5515 N EAST RIVER ROAD
CHICAGO, IL 60656

Title COO

Freiheit, Charles
5515 N EAST RIVER ROAD
CHICAGO, IL 60656

Annual Reports

Report Year	Filed Date
2018	01/12/2018
2019	02/08/2019
2020	01/14/2020

Document Images

01/14/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
09/20/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/07/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
01/03/2013 -- ANNUAL REPORT	View image in PDF format

01/04/2012 -- ANNUAL REPORT	View image in PDF format
01/17/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/16/2009 -- ANNUAL REPORT	View image in PDF format
01/11/2008 -- ANNUAL REPORT	View image in PDF format
11/30/2007 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
01/04/2006 -- ANNUAL REPORT	View image in PDF format
01/04/2005 -- ANNUAL REPORT	View image in PDF format
01/16/2004 -- ANNUAL REPORT	View image in PDF format
05/23/2003 -- Foreign 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

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)

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.

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)

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

BID 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)

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.

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)

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.

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 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

GRACE & NAEEM UDDIN, INC.
833 Shotgun Road
Sunrise, FL 33326

FEIN# 59-2988874

(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:

GRACE & NAEEM UDDIN, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, GRACE & NAEEM UDDIN, 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:	Grace & Naeem Uddin, Inc.	833 Shotgun Road Sunrise, FL 33326
Surety:	Hartford Casualty Insurance Company	One Hartford Plaza Hartford, Connecticut 06155
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, GRACE & NAEEM UDDIN, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

GRACE & NAEEM UDDIN, INC.

ATTEST:

By _____
NAEEM UDDIN, Vice-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**20** by Naeem Uddin of GRACE & NAEEM UDDIN, 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: **09/01/2023**

Signature, Notary Public

Adriana Fernandez
Printed Name of Notary

(SEAL)

GG335770
Notary's Commission No.

ADRIANA FERNANDEZ
MY COMMISSION # GG 335770
EXPIRES: September 1, 2023
Bonded Thru Notary Public Underwriters

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: Hartford Casualty Insurance Company

By: _____

Its: Charles J. Nielson, 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 Charles J. Nielson of Miami, FL, 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)

_____
Signature – Notary Public

Kristi Messel
Printed Name of Notary

GG 138793
Notary's Commission No.

KRISTI MESSEL
MY COMMISSION # GG 138793
EXPIRES: November 14, 2021
Bonded Thru Notary Public Underwriters

END OF DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC
Agency Code: 21-229752

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 28, 2020

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant 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

GRACE & NAEEM UDDIN, INC.

Filing Information

Document Number	L48955
FEI/EIN Number	59-2988874
Date Filed	02/05/1990
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/03/2014
Event Effective Date	NONE

Principal Address

833 SHOTGUN RD.
SUNRISE, FL 33326

Changed: 04/09/2008

Mailing Address

833 SHOTGUN RD.
SUNRISE, FL 33326

Changed: 04/09/2008

Registered Agent Name & Address

UDDIN, NAEEM
833 SHOTGUN ROAD
SUNRISE, FL 33326

Address Changed: 01/15/2009

Officer/Director Detail

Name & Address

Title DP

UDDIN, GRACIELA
14421 ARLINGTON PL
DAVIE, FL 33325

Title V

UDDIN, NAEEM
833 SHOTGUN ROAD
SUNRISE, FL 33326

Annual Reports

Report Year	Filed Date
2018	01/02/2018
2019	01/15/2019
2020	01/02/2020

Document Images

01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/15/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
01/03/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
11/03/2014 -- Amendment	View image in PDF format
01/21/2014 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
01/19/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
01/28/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
03/08/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- Reg. Agent Change	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/14/2004 -- ANNUAL REPORT	View image in PDF format
01/10/2003 -- ANNUAL REPORT	View image in PDF format
01/30/2002 -- ANNUAL REPORT	View image in PDF format
01/09/2001 -- ANNUAL REPORT	View image in PDF format
03/29/2000 -- ANNUAL REPORT	View image in PDF format
02/23/1999 -- ANNUAL REPORT	View image in PDF format
02/03/1998 -- ANNUAL REPORT	View image in PDF format
01/27/1997 -- ANNUAL REPORT	View image in PDF format
03/27/1996 -- ANNUAL REPORT	View image in PDF format
01/25/1995 -- ANNUAL REPORT	View image in PDF format

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)

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.

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)

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

BID 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)

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.

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)

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.

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 00473	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

GRACE & NAEEM UDDIN, INC.
833 Shotgun Road
Sunrise, FL 33326

FEIN# 59-2988874

(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:

GRACE & NAEEM UDDIN, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, GRACE & NAEEM UDDIN, 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:	Grace & Naeem Uddin, Inc.	833 Shotgun Road Sunrise, FL 33326
Surety:	Hartford Casualty Insurance Company	One Hartford Plaza Hartford, Connecticut 06155
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, GRACE & NAEEM UDDIN, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

ATTEST:

Secretary

GRACE & NAEEM UDDIN, INC.

By _____
NAEEM UDDIN, Vice-President

-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**20** by **Naeem Uddin** of **GRACE & NAEEM UDDIN, 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: **09/01/2023**

Signature, Notary Public

Adriana Fernandez
Printed Name of Notary

(SEAL)

GG335770
Notary's Commission No.

ADRIANA FERNANDEZ
MY COMMISSION # GG 335770
EXPIRES: September 1, 2023
Bonded Thru Notary Public Underwriters

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: Hartford Casualty Insurance Company

By: _____

Its: Charles J. Nielson, 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 Charles J. Nielson of Miami, FL, 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)

_____
Signature – Notary Public

Kristi Messel
Printed Name of Notary

GG 138793
Notary's Commission No.

KRISTI MESSEL
MY COMMISSION # GG 138793
EXPIRES: November 14, 2021
Bonded Thru Notary Public Underwriters

END OF DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC
Agency Code: 21-229752

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 28, 2020

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant 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

GRACE & NAEEM UDDIN, INC.

Filing Information

Document Number	L48955
FEI/EIN Number	59-2988874
Date Filed	02/05/1990
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/03/2014
Event Effective Date	NONE

Principal Address

833 SHOTGUN RD.
SUNRISE, FL 33326

Changed: 04/09/2008

Mailing Address

833 SHOTGUN RD.
SUNRISE, FL 33326

Changed: 04/09/2008

Registered Agent Name & Address

UDDIN, NAEEM
833 SHOTGUN ROAD
SUNRISE, FL 33326

Address Changed: 01/15/2009

Officer/Director Detail

Name & Address

Title DP

UDDIN, GRACIELA
14421 ARLINGTON PL
DAVIE, FL 33325

Title V

UDDIN, NAEEM
833 SHOTGUN ROAD
SUNRISE, FL 33326

Annual Reports

Report Year	Filed Date
2018	01/02/2018
2019	01/15/2019
2020	01/02/2020

Document Images

01/02/2020 -- ANNUAL REPORT	View Image in PDF format
01/15/2019 -- ANNUAL REPORT	View Image in PDF format
01/02/2018 -- ANNUAL REPORT	View Image in PDF format
01/03/2017 -- ANNUAL REPORT	View Image in PDF format
01/15/2016 -- ANNUAL REPORT	View Image in PDF format
01/08/2015 -- ANNUAL REPORT	View Image in PDF format
11/03/2014 -- Amendment	View Image in PDF format
01/21/2014 -- ANNUAL REPORT	View Image in PDF format
01/08/2013 -- ANNUAL REPORT	View Image in PDF format
01/05/2012 -- ANNUAL REPORT	View Image in PDF format
01/12/2011 -- ANNUAL REPORT	View Image in PDF format
01/19/2010 -- ANNUAL REPORT	View Image in PDF format
01/15/2009 -- ANNUAL REPORT	View Image in PDF format
01/28/2008 -- ANNUAL REPORT	View Image in PDF format
01/24/2007 -- ANNUAL REPORT	View Image in PDF format
03/08/2006 -- ANNUAL REPORT	View Image in PDF format
04/11/2005 -- Reg. Agent Change	View Image in PDF format
01/10/2005 -- ANNUAL REPORT	View Image in PDF format
01/14/2004 -- ANNUAL REPORT	View Image in PDF format
01/10/2003 -- ANNUAL REPORT	View Image in PDF format
01/30/2002 -- ANNUAL REPORT	View Image in PDF format
01/09/2001 -- ANNUAL REPORT	View Image in PDF format
03/29/2000 -- ANNUAL REPORT	View Image in PDF format
02/23/1999 -- ANNUAL REPORT	View Image in PDF format
02/03/1998 -- ANNUAL REPORT	View Image in PDF format
01/27/1997 -- ANNUAL REPORT	View Image in PDF format
03/27/1996 -- ANNUAL REPORT	View Image in PDF format
01/25/1995 -- ANNUAL REPORT	View Image in PDF format

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)

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 3
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)

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

BID 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)

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.

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)

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.

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 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

JOHNSON-LAUX CONSTRUCTION, LLC
650 Garden Commerce Parkway, Suite 100
Winter Garden, FL 34787

FEIN# 59-3674291

(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:

JOHNSON-LAUX CONSTRUCTION, LLC (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, JOHNSON-LAUX CONSTRUCTION, 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:	Johnson-Laux Construction, LLC	650 Garden Commerce Parkway,Suite 100 Winter Garden, FL 34787
Surety:	North American Specialty Insurance Company	650 Elm Street #600 Manchester, NH 03101
Surety's Agent:	April L. Lively	
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, JOHNSON-LAUX CONSTRUCTION, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

JOHNSON-LAUX CONSTRUCTION, LLC

ATTEST:

By _____
Kevin Johnson, President

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF **Florida**)

COUNTY OF **Orange**)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28 day of **April**, 2020 by Kevin Johnson of JOHNSON-LAUX CONSTRUCTION, 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: **5/13/2022**

_____
Signature, Notary Public

Notary Public State of Florida
Anita Birball
My Commission GG 216860
Expires 05/13/2022

Anita Birball
Printed Name of Notary
(SEAL)
GG216860
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: North American Specialty Insurance Company

Christine Mart
Margie L. Mims

By: Jennifer L. Hindley
Jennifer L. Hindley
Its: Attorney in Fact & FL Licensed Resident Agent

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 Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020 by Jennifer L. Hindley of Longwood, FL, 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: 3/5/2022

KELLY PHELAN
COMMISSION # GG 192411
EXPIRES March 05, 2022
BONDED THROUGH
RLI INSURANCE COMPANY

(SEAL)

Signature – Notary Public

Kelly Phelan
Printed Name of Notary

GG192411
Notary's Commission No.

END OF DOCUMENT

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS,

DEBORAH ANN MURRAY, M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN and ALLYSON FOSS WING JOINTLY OR SEVERALLY

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

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

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

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

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

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

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

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 21st day of OCTOBER, 20 19.

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

State of Illinois
County of Cook ss:

On this 21st day of OCTOBER, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of April, 20 20.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

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
JOHNSON-LAUX CONSTRUCTION, LLC

Filing Information

Document Number	L00000010290
FEI/EIN Number	59-3674291
Date Filed	08/18/2000
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	01/09/2020
Event Effective Date	NONE

Principal Address

650 Garden Commerce Parkway
Suite 100
Winter Garden, FL 34787

Changed: 01/15/2020

Mailing Address

650 Garden Commerce Parkway
Suite 100
Winter Garden, FL 34787

Changed: 01/15/2020

Registered Agent Name & Address

JOHNSON, GINA M
650 Garden Commerce Parkway
Suite 100
Winter Garden, FL 34787

Name Changed: 01/04/2012

Address Changed: 01/15/2020

Authorized Person(s) Detail

Name & Address

Title MGRM

JOHNSON, GINA M

650 Garden Commerce Parkway
Suite 100
Winter Garden, FL 34787

Title MGRM

JOHNSON, KEVIN E
650 Garden Commerce Parkway
Suite 100
Winter Garden, FL 34787

Annual Reports

Report Year	Filed Date
2018	01/18/2018
2019	02/13/2019
2020	01/15/2020

Document Images

01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/09/2020 -- LC Amendment	View image in PDF format
02/13/2019 -- ANNUAL REPORT	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
02/20/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
10/17/2012 -- ANNUAL REPORT	View image in PDF format
10/12/2012 -- Reg. Agent Change	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
04/07/2011 -- ANNUAL REPORT	View image in PDF format
12/02/2010 -- LC Amendment	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
07/07/2008 -- ANNUAL REPORT	View image in PDF format
10/17/2007 -- REINSTATEMENT	View image in PDF format
02/03/2006 -- ANNUAL REPORT	View image in PDF format
05/31/2005 -- ANNUAL REPORT	View image in PDF format
09/03/2004 -- ANNUAL REPORT	View image in PDF format
01/29/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
10/30/2002 -- REINSTATEMENT	View image in PDF format
07/05/2001 -- ANNUAL REPORT	View image in PDF format
08/18/2000 -- Florida Limited Liabilites	View image in PDF format

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)

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.

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)

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

BID 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)

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.

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)

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.

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 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

KOLDAIRE, INC.
11955 NW 37 Street
Coral Springs, FL 33065

FEIN# 59-2295754

(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:

9.01.0I 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:

KOLDAIRE, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, KOLDAIRE, 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:	Koldaire, Inc.	11955 NW 37 Street Coral Springs, FL 33065
Surety:	Berkley Insurance Company	475 Steamboat Road Greenwich, CT 06830-7144
Surety's Agent:	Denise A. Chianese	
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, KOLDAIRE, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

KOLDAIRE, INC.

ATTEST:

By Frank O Monti Jr
Frank O. Monti, Jr., President

Secretary

-or-

Austin Monti
Witness

Wendy Powell
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 Frank O. Monti, Jr. of KOLDAIRE, 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: 7/26/21

Signature, Notary Public

Bridgit A. Norris
Printed Name of Notary

(SEAL) GG107647
Notary's Commission No.

BRIDGIT A. NORRIS
Notary Public – State of Florida
Commission # GG 107647
My Comm. Expires Jul 26, 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

Jessica Mendoza

Leigh J. Barnes

By: Denise A. Chianese

Denise A. Chianese

Its: 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 Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 28 day of April, 2020 by Denise Chianese of Berkley Insurance Co, on behalf of the corporation or agency.

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

My commission expires: 7/26/21

(SEAL)

Signature – Notary Public

Bridgit A Norris

Printed Name of Notary

GG107647

Notary's Commission No.

BRIDGIT A. NORRIS
Notary Public - State of Florida
Commission # GG 107647
My Comm. Expires Jul 26, 2021
Bonded through National Notary Assn.

END OF DOCUMENT

No. BI-7775a-el

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: ***David J. Byrne, III; Charles A. Byrne; Denise A. Chianese; or Russell C. Corner, II of Starkweather & Shepley, Inc. of East Providence, RI*** 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 24th day of March, 2020.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of March, 2020, 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.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 28th day of April, 2020.

_____
Vincent P. Forte

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

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

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

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

Or

Email: BSGClaim@berkleysurety.com

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

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional 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 Profit Corporation
KOLDAIRE, INC.

Filing Information

Document Number	G39910
FEI/EIN Number	59-2295754
Date Filed	05/20/1983
State	FL
Status	ACTIVE

Principal Address

11955 NW 37TH STREET
CORAL SPRINGS, FL 33065

Changed: 01/25/2017

Mailing Address

11955 NW 37TH STREET
CORAL SPRINGS, FL 33065

Changed: 01/25/2017

Registered Agent Name & Address

MONTI, FRANK O, Jr.
11955 NW 37TH STREET
CORAL SPRINGS, FL 33065

Name Changed: 02/01/2013

Address Changed: 01/25/2017

Officer/Director Detail

Name & Address

Title President, Treasurer

MONTI, FRANK O, Jr.
2064 SW 118TH AVENUE
MIRAMAR, FL 33025

Title VP, Secretary

MONTI, VALARIE L

2064 SW 118TH AVENUE
MIRAMAR, FL 33025

Annual Reports

Report Year	Filed Date
2018	01/24/2018
2019	02/07/2019
2020	01/23/2020

Document Images

01/23/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
01/25/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
02/16/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
01/07/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
01/03/2008 -- ANNUAL REPORT	View image in PDF format
07/02/2007 -- ANNUAL REPORT	View image in PDF format
01/20/2006 -- ANNUAL REPORT	View image in PDF format
12/08/2005 -- Off/Dir Resignation	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
01/30/2004 -- ANNUAL REPORT	View image in PDF format
04/18/2003 -- ANNUAL REPORT	View image in PDF format
04/10/2002 -- ANNUAL REPORT	View image in PDF format
05/12/2001 -- ANNUAL REPORT	View image in PDF format
05/11/2000 -- ANNUAL REPORT	View image in PDF format
05/03/1999 -- ANNUAL REPORT	View image in PDF format
07/16/1998 -- ANNUAL REPORT	View image in PDF format
09/08/1997 -- ANNUAL REPORT	View image in PDF format
08/09/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- 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)

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.

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)

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

BID 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)

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.

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)

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.

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

KOLDAIRE, INC.
11955 NW 37 Street
Coral Springs, FL 33065

FEIN# 59-2295754

(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	
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:

9.01.0I 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:

KOLDAIRE, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, KOLDAIRE, 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:	Koldaire, Inc.	11955 NW 37 Street Coral Springs, FL 33065
Surety:	Berkley Insurance Company	475 Steamboat Road Greenwich, CT 06830-7144
Surety's Agent:	Denise A. Chianese	
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, KOLDAIRE, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

ATTEST:

KOLDAIRE, INC.

By Frank O Monti Jr
Frank O. Monti, Jr., President

Secretary

-or-

Austin Monti
Witness

Wendy Powell
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 Frank O. Monti, Jr. of KOLDAIRE, 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: 7/20/21

Signature, Notary Public

Bridgit A. Norris
Printed Name of Notary

(SEAL) GG107647

Notary's Commission No.

BRIDGIT A. NORRIS
Notary Public - State of Florida
Commission # GG 107647
My Comm. Expires Jul 26, 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

Jessica Mendonca
Bridget J. Barnes

By: Denise A. Chianese
Denise A. Chianese

Its: 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 Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 28 day of April, 2020 by Denise Chianese of Berkley Insurance Co., on behalf of the corporation or agency.

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

My commission expires: 7/26/21

(SEAL)

Signature – Notary Public

Bridget A. Norris

Printed Name of Notary

GG 107647

Notary's Commission No.

BRIDGIT A. NORRIS
Notary Public – State of Florida
Commission # GG 107647
My Comm. Expires Jul 26, 2021
Bonded through National Notary Assn.

END OF DOCUMENT

No. BI-7775a-cl

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: ***David J. Byrne, III; Charles A. Byrne; Denise A. Chianese; or Russell C. Corner, II of Starkweather & Shepley, Inc. of East Providence, RI*** 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 24th day of March, 2020.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of March, 2020, 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.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 28th day of April, 2020.

_____
Vincent P. Forte

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

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

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

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

Or

Email: BSGClaim@berkleysurety.com

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

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional 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 Profit Corporation

KOLDAIRE, INC.

Filing Information

Document Number	G39910
FEI/EIN Number	59-2295754
Date Filed	05/20/1983
State	FL
Status	ACTIVE

Principal Address

11955 NW 37TH STREET
CORAL SPRINGS, FL 33065

Changed: 01/25/2017

Mailing Address

11955 NW 37TH STREET
CORAL SPRINGS, FL 33065

Changed: 01/25/2017

Registered Agent Name & Address

MONTI, FRANK O, Jr.
11955 NW 37TH STREET
CORAL SPRINGS, FL 33065

Name Changed: 02/01/2013

Address Changed: 01/25/2017

Officer/Director Detail

Name & Address

Title President, Treasurer

MONTI, FRANK O, Jr.
2064 SW 118TH AVENUE
MIRAMAR, FL 33025

Title VP, Secretary

MONTI, VALARIE L

2064 SW 118TH AVENUE
MIRAMAR, FL 33025

Annual Reports

Report Year	Filed Date
2018	01/24/2018
2019	02/07/2019
2020	01/23/2020

Document Images

01/23/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
01/25/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
02/16/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
01/07/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
01/03/2008 -- ANNUAL REPORT	View image in PDF format
07/02/2007 -- ANNUAL REPORT	View image in PDF format
01/20/2006 -- ANNUAL REPORT	View image in PDF format
12/08/2005 -- Off/Dir Resignation	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
01/30/2004 -- ANNUAL REPORT	View image in PDF format
04/18/2003 -- ANNUAL REPORT	View image in PDF format
04/10/2002 -- ANNUAL REPORT	View image in PDF format
05/12/2001 -- ANNUAL REPORT	View image in PDF format
05/11/2000 -- ANNUAL REPORT	View image in PDF format
05/03/1999 -- ANNUAL REPORT	View image in PDF format
07/16/1998 -- ANNUAL REPORT	View image in PDF format
09/08/1997 -- ANNUAL REPORT	View image in PDF format
08/09/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

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* Date: 4-23-2020

(Purchasing Agent)

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

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)

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.

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)

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

BID 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)

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.

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)

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.

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

LEE ELECTRICAL & CONTROLS SUPPORT, LLC
10663 SW 142nd Lane
Miami, FL 33176

FEIN# 61-1779128

(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 A: FLCC VALUES FROM $0 to $200,000	
ELECTRICAL CONTRACTOR	Single Fixed Multiplier	0.865
	Contract Amount	$3,000,000
	Renewable Amount	$1,000,000

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:

LEE ELECTRICAL & CONTROLS SUPPORT, LLC (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, LEE ELECTRICAL & CONTROLS SUPPORT, 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:	Lee Electrical & Controls Support, LLC	10663 SW 142nd Lane Miami, FL 33176
Surety:	The Cincinnati Insurance Company	6200 S. Gilmore Road Fairfield, OH 45014-5141
Surety's Agent:	David T. Satine	
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, LEE ELECTRICAL & CONTROLS SUPPORT, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

LEE ELECTRICAL & CONTROLS SUPPORT, LLC

ATTEST:

By _____
Herbert Lee, President

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)

COUNTY OF DADE)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 29 day of April, 2020 by Herbert Lee of LEE ELECTRICAL & CONTROLS SUPPORT, 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:

Corey A. Lewis
Signature, Notary Public

Corey A. Lewis
Printed Name of Notary

(SEAL) GG178928
Notary's Commission No.

Corey A. Lewis
Commission # GG178928
Expires: January 24, 2022
Bonded thru Aaron Notary

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 Cincinnati Insurance Company

Doreen Shearin

Doreen Shearin, Client Relations Manager

By: _____

Its: Warren M. Alter, 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 MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29th day of April, 2020 by Warren M. Alter of The Cincinnati 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: December 7, 2021

Lilia Rafford
Commission # GG166409
Expires: December 7, 2021
Bonded thru Aaron Notary

(SEAL)

L Rafford

Signature – Notary Public

Lilia Rafford

Printed Name of Notary

GG166409

Notary's Commission No.

END OF DOCUMENT

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Warren M. Alter; David T. Satine and/or Jonathan A. Bursevich

of Miami Lakes, Florida its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars ($20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jutte

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 29th day of April 2020.

Steven D. Dan

Secretary

BN-1005 (3/17)

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

LEE ELECTRICAL & CONTROLS SUPPORT LLC

Filing Information

Document Number	L15000120840
FEI/EIN Number	61-1779128
Date Filed	07/14/2015
Effective Date	07/10/2015
State	FL
Status	ACTIVE

Principal Address

10663 SW 142 LN
MIAMI, FL 33176

Changed: 03/14/2016

Mailing Address

10663 SW 142 LN
MIAMI, FL 33176

Changed: 03/14/2016

Registered Agent Name & Address

LEE, HERBERT
10663 SW 142 LN
MIAMI, FL 33176

Address Changed: 03/14/2016

Authorized Person(s) Detail

Name & Address

Title MGR

LEE, HERBERT
10663 SW 142 LN
MIAMI, FL 33176

Annual Reports

Report Year	Filed Date
2017	03/13/2017
2018	03/28/2018

2019 04/21/2019

Document Images

04/21/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
03/13/2017 -- ANNUAL REPORT	View image in PDF format
03/14/2016 -- ANNUAL REPORT	View image in PDF format
07/14/2015 -- 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

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)

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.

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)

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

BID 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)

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.

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)

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.

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 DOCUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00473	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

OAC ACTION CONSTRUCTION CORP.
11980 SW 144th Court, Suite 101
Miami, FL 33186

FEIN# 65-0742185

(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:

OAC ACTION CONSTRUCTION CORP. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, OAC ACTION CONSTRUCTION CORP. (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:	OAC Action Construction Corp.	11980 SW 144th Court, Suite 101 Miami, Florida 33186
Surety:	Great American Insurance Company	301 E. 4th Street Cincinnati, Ohio 45202
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

ATTEST:

OAC ACTION CONSTRUCTION CORP.

By _____
Osvaldo Cruz, President

_____
Secretary

-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 30th day of APRIL, 2020 by Osvaldo Cruz of OAC ACTION CONSTRUCTION CORP. 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: July 31, 2023

_____
Signature, Notary Public

WILLIAM REINA
Printed Name of Notary

(SEAL)

GG 327597
Notary's Commission No.

WILLIAM REINA
Notary Public - State of Florida
Commission # GG 327597
My Comm. Expires Jul 31, 2023
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: Great American Insurance Company

Elizabeth Lang, 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 Great American 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: December 7, 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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 19958

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WARREN M. ALTER	BOTH OF	
DAVID T. SATINE	MIAMI LAKES, FLORIDA	$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of APRIL , 2020

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of APRIL , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact 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.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of April , 2020

Assistant 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

OAC ACTION CONSTRUCTION CORP.

Filing Information

Document Number	P97000029355
FEI/EIN Number	65-0742185
Date Filed	04/01/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/30/1998
Event Effective Date	NONE

Principal Address

11980 SW 144CT
SUITE 101
MIAMI, FL 33186

Changed: 04/23/2018

Mailing Address

11980 SW 144CT
SUITE 101
MIAMI, FL 33186

Changed: 04/23/2018

Registered Agent Name & Address

CRUZ, SR, ORLANDO
11980 SW 144CT
SUITE 101
MIAMI, FL 33186

Name Changed: 03/10/2009

Address Changed: 04/23/2018

Officer/Director Detail

Name & Address

Title CEO

CRUZ, SR, ORLANDO SR.

21 NW 128 AVE
MIAMI, FL 33182

Title P

CRUZ, OSVALDO
10961 SW 44 STREET
MIAMI, FL 33165

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	02/08/2019
2020	01/21/2020

Document Images

01/21/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
03/10/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- ANNUAL REPORT	View image in PDF format
10/31/2007 -- Off/Dir Resignation	View image in PDF format
01/12/2007 -- ANNUAL REPORT	View image in PDF format
03/02/2006 -- ANNUAL REPORT	View image in PDF format
06/20/2005 -- Reg. Agent Change	View image in PDF format
01/20/2005 -- ANNUAL REPORT	View image in PDF format
01/06/2004 -- ANNUAL REPORT	View image in PDF format
01/31/2003 -- ANNUAL REPORT	View image in PDF format
02/11/2002 -- ANNUAL REPORT	View image in PDF format
02/15/2001 -- ANNUAL REPORT	View image in PDF format
01/20/2000 -- ANNUAL REPORT	View image in PDF format
03/26/1999 -- ANNUAL REPORT	View image in PDF format
05/26/1998 -- ANNUAL REPORT	View image in PDF format
01/30/1998 -- Amendment	View image in PDF format
04/01/1997 -- Domestic Profit Articles	View image in PDF format

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)

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.

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)

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

BID 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)

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.

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)

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.

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 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

S3S CONSTRUCTION, INC.
7320 Griffin Road, Suite 222
Davie, Florida 33314

FEIN# 82-1705666

(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 A: FLCC VALUES FROM $0 to $200,000	
GENERAL CONTRACTOR	Single Fixed Multiplier	0.890
	Contract Amount	$9,000,000
	Renewable Amount	$3,000,000

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:

S3S CONSTRUCTION, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, S3S 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:	S3S Construction, Inc.	7320 Griffin Road, Suite 222 Davie, FL 33314
Surety:	Old Republic Surety Company	445 S. Moorland Road, Suite 200 Brookfield, WI 53005
Surety's Agent:	Robert Goldstein	
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, S3S 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

S3S CONSTRUCTION, INC.

ATTEST:

By _____
Kevin Maragh, 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 29th day of April, 2020 by Kevin Maragh of S3S 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

Jackie French Sprung
Printed Name of Notary

(SEAL) GG 298500
Notary's Commission No.

JACKIE FRENCH SPRUNG
Notary Public, State of Florida
Commission# GG 298500
My comm. expires FEB. 26, 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: Old Republic Surety Company

Witness

By: Robin Goldstein

Its: 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 Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28th day of April, 2020 by Robin Goldstein of Old Republic Surety Company, on behalf of the corporation or agency.

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

My commission expires: July 5, 2020

CHANTAL SAMLAL
MY COMMISSION # GG 008699
EXPIRES: July 5, 2020
Bonded Thru Notary Public Underwriters

(SEAL)

Signature – Notary Public

Chantal Samlal
Printed Name of Notary

GG008699
Notary's Commission No.

END OF DOCUMENT

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ROBIN GOLDSTEIN, ROBERT GOLDSTEIN, OF TEQUESTA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
ONE MILLION DOLLARS($1,000,000)---------- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, 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 obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14TH day of SEPTEMBER, 2018.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 14TH day of SEPTEMBER, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0031

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 28th day of April, 2020

Jane E. Cherney
Assistant Secretary

UNIQUE SURETY & INSURANCE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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

S3S CONSTRUCTION, INC.

Filing Information

Document Number	P17000046730
FEI/EIN Number	82-1705666
Date Filed	05/24/2017
Effective Date	05/23/2017
State	FL
Status	ACTIVE

Principal Address

7320 Griffin Road
Suite 222
DAVIE, FL 33314

Changed: 03/04/2020

Mailing Address

7320 Griffin Road
Suite 222
DAVIE, FL 33314

Changed: 03/04/2020

Registered Agent Name & Address

MARAGH, KEVIN
14244 S ROYAL COVE CIR
Davie, FL 33325

Address Changed: 03/04/2020

Officer/Director Detail

Name & Address

Title P

MARAGH, KEVIN
7320 Griffin Road
Suite 222
DAVIE, FL 33314

Title VP, Secretary

MARAGH, REENA
7320 Griffin Road
Suite 222
DAVIE, FL 33314

Annual Reports

Report Year	Filed Date
2018	04/01/2018
2019	01/28/2019
2020	03/04/2020

Document Images

03/04/2020 -- ANNUAL REPORT	View image in PDF format
01/28/2019 -- ANNUAL REPORT	View image in PDF format
04/01/2018 -- ANNUAL REPORT	View image in PDF format
05/24/2017 -- 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

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)

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.

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)

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

BID 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)

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.

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)

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.

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 DOCUMENTS SUBMITTED; DOES NOT QUALIFY FOR GROUP A BASED ON CERTIFICATION STATUS	NOT ELIGIBLE FOR ANY GROUP BASED ON MISSING REQUIRED SMWBE DOCUMENT 00671	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

THORNTON CONSTRUCTION COMPANY, INC.
13290 NW 42nd Avenue
Opa Locka, FL 33054

FEIN# 65-0838979

(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:

THORNTON CONSTRUCTION COMPANY, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, THORNTON CONSTRUCTION COMPANY, 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:	Thornton Construction Company, Inc.	13290 NW 42 Avenue Opa Locka, Florida 33054
Surety:	Federal Insurance Company	1600 Sawgrass Corporate Parkway Sunrise, FL 33323
Surety's Agent:	Will 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness thereof, the said Contractor, THORNTON CONSTRUCTION COMPANY, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

ATTEST:

THORNTON CONSTRUCTION COMPANY, INC.

By _____
Thomas Thornton, President

_____
Secretary

-or-

_____
Witness

_____
Witness

STATE OF FL)
COUNTY OF Dade)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of April, 2020 by Thomas Thornton of THORNTON CONSTRUCTION COMPANY, 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

Rebecca Fernandez
Printed Name of Notary

(SEAL) GG929978
Notary's Commission No.

Rebecca Fernandez
Comm.#GG929978
Expires: Feb. 13, 2022
Bonded Thru Aaron Notary

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: FEDERAL INSURANCE COMPANY

William Griffin

Michael Marino

By: _____

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 FEDERAL INSURANCE COMPANY, 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

(SEAL)

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

Signature – Notary Public

Krystal L. Stravato
Printed Name of Notary

2349006
Notary's Commission No.

END OF DOCUMENT

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint Thomas MacDonald, Krystal L. Stravato, Edward Reilly and Kevin T. Walsh Jr. of Whippany, New Jersey; Theresa J. Foley and Andrea E. Gorbert of Jericho, New York; Neil C. Donovan, and Gerard Leib of Berwyn, Pennsylvania----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **2nd** day of **May, 2019.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M Haney

Stephen M Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **2nd** day of **May, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 28, 2020

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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

THORNTON CONSTRUCTION COMPANY, INC.

Filing Information

Document Number	P98000047691
FEI/EIN Number	65-0838979
Date Filed	05/28/1998
State	FL
Status	ACTIVE

Principal Address

13290 NW 42 AVENUE
OPA LOCKA, FL 33054

Changed: 01/03/2020

Mailing Address

13290 NW 42 AVENUE
OPA LOCKA, FL 33054

Changed: 01/03/2020

Registered Agent Name & Address

THORNTON, THOMAS
13290 NW 42 AVENUE
OPA LOCKA, FL 33054

Name Changed: 05/04/2001

Address Changed: 01/03/2020

Officer/Director Detail

Name & Address

Title P

THORNTON, THOMAS
13290 NW 42 AVENUE
OPA LOCKA, FL 33054

Annual Reports

Report Year	Filed Date
2018	01/15/2018

2019	01/02/2019
2020	01/03/2020

Document Images

01/03/2020 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
01/11/2016 -- ANNUAL REPORT	View image in PDF format
03/09/2015 -- ANNUAL REPORT	View image in PDF format
03/07/2014 -- ANNUAL REPORT	View image in PDF format
03/12/2013 -- ANNUAL REPORT	View image in PDF format
02/23/2012 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
02/12/2005 -- ANNUAL REPORT	View image in PDF format
01/30/2004 -- ANNUAL REPORT	View image in PDF format
07/25/2003 -- ANNUAL REPORT	View image in PDF format
05/24/2002 -- ANNUAL REPORT	View image in PDF format
05/04/2001 -- ANNUAL REPORT	View image in PDF format
05/17/1999 -- ANNUAL REPORT	View image in PDF format
05/28/1998 -- 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

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)

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 3
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)

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

BID 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)

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.

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)

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.

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

UNIVERSAL ELECTRIC OF FLORIDA, INC.
6784 NW 17th Avenue
Fort Lauderdale, FL 33309

FEIN# 59-1898508

(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:

UNIVERSAL ELECTRIC OF FLORIDA, INC. (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, UNIVERSAL ELECTRIC OF FLORIDA, 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:	Universal Electric Of Florida, Inc.	6784 NW 17th Avenue Fort Lauderdale, FL 33309
Surety:	Great American Insurance Company	301 E. 4th Street Cincinnati, Ohio 45202
Surety's Agent:	Robert H. Benson	
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, UNIVERSAL ELECTRIC OF FLORIDA, 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

UNIVERSAL ELECTRIC OF FLORIDA, INC.

ATTEST:

By _____
Phillip L. Kroyman, Jr, 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 29 day of April, 2020 by Phillip L. Kroyman of UNIVERSAL ELECTRIC OF FLORIDA, 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

DENISE C KELLERMAN
Notary Public - State of Florida
Commission # GG 112095
My Comm. Expires Jun 6, 2021
Bonded through National Notary Assn.

Denise Kellerman
Printed Name of Notary

(SEAL) GG 112095
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: Great American Insurance Company

Witness

Witness

By: Robert H. Benson

Its: 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 Robert H. Benson of Miami Shores, FL, 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: May 4, 2022

(SEAL)

Signature – Notary Public

Adrienne J. Leiter
Printed Name of Notary

GG 193382
Notary's Commission No.

ADRIENNE J. LEITER
Commission # GG 193382
Expires May 4, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

END OF DOCUMENT

S1029AB (2/11)

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than ONE

No. **0** 17580

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ROBERT H. BENSON	MIAMI SHORES, FLORIDA	$75,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21ST day of JULY , 2011 .

Attest

GREAT AMERICAN INSURANCE COMPANY

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 21ST day of JULY , 2011 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact 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.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of April , 2020 .

S1157M (4/11)

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
UNIVERSAL ELECTRIC OF FLORIDA, INC.

Filing Information

Document Number	610808
FEI/EIN Number	59-1898508
Date Filed	02/22/1979
State	FL
Status	ACTIVE

Principal Address

6784 NW. 17TH AVENUE
FORT LAUDERDALE, FL 33309

Changed: 03/26/2009

Mailing Address

6784 NW. 17TH AVENUE
FORT LAUDERDALE, FL 33309

Changed: 03/26/2009

Registered Agent Name & Address

KROYMAN JR, PHILLIP L
512 N.E. 8TH AVENUE
DEERFIELD BEACH, FL 33441

Name Changed: 02/17/2002

Address Changed: 01/07/2005

Officer/Director Detail

Name & Address

Title PST

KROYMAN JR, PHILLIP L
512 NE 8TH AVENUE
DEERFIELD BEACH, FL 33441

Title VP

Kroyman, Tammy

512 NE 8th Ave
Deerfield Beach, FL 33441

Annual Reports

Report Year	Filed Date
2018	01/19/2018
2019	01/22/2019
2020	01/03/2020

Document Images

01/03/2020 -- ANNUAL REPORT	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
01/31/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
05/11/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
03/19/2008 -- ANNUAL REPORT	View image in PDF format
01/18/2007 -- ANNUAL REPORT	View image in PDF format
01/09/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- ANNUAL REPORT	View image in PDF format
03/10/2003 -- ANNUAL REPORT	View image in PDF format
02/17/2002 -- ANNUAL REPORT	View image in PDF format
01/24/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format
02/11/1998 -- ANNUAL REPORT	View image in PDF format
01/22/1997 -- ANNUAL REPORT	View image in PDF format
02/23/1996 -- ANNUAL REPORT	View image in PDF format
05/31/1995 -- ANNUAL REPORT	View image in PDF format

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)

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.

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)

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

BID 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)

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.

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)

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.

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