



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
JJ-3.

MEETING DATE	2020-07-21 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Construction

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

**TITLE:**  
 Construction Bid Recommendation of \$500,000 or Greater - ITB 19-150C - Broadview Elementary School - Pompano Beach - OAC Action Construction Corp. - SMART Program Renovations - ProjectNo. P.001638

**REQUESTED ACTION:**  
 Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp. for the lump sum amount of \$4,381,582.67 and approve additional funding in the amount of \$2,683,744.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 Scope of Work: See Executive Summary (Exhibit 1).  
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

Goal 1: High Quality Instruction   
  Goal 2: Safe & Supportive Environment   
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
 The financial impact of this item is \$4,381,582.67. This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$2,683,744 will come from the Capital Projects Reserve. This increases the project budget from \$2,791,386 to \$5,475,130.

**EXHIBITS: (List)**  
 (1) Executive Summary (2) Recommendation Tabulation (3) ADEFP (4) Agreement (5) Collaboration Form

**BOARD ACTION:**  
APPROVED  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Phil D. Kaufold, Director, Construction	Phone: 754-321-1532
Name: Daniel Jardine, Director, CBRE   Heery	Phone: 754-321-4850

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

Frank Girardi - Executive Director

Signature  

 Frank L. Girardi  
 7/13/2020, 1:11:51 PM

Approved In Open Board Meeting On:     JUL 21 2020      
 By:   
 School Board Chair

**EXECUTIVE SUMMARY**  
**Construction Bid Recommendation of \$500,000 or Greater**  
**ITB 19-150C**

**Broadview Elementary School, Pompano Beach**  
**OAC Action Construction Corp.**  
**SMART Program Renovations**  
**Project No. P.001638**

**PROJECT OVERVIEW:**

<b>Delivery Method:</b>	<b>Design/Bid/Build</b>
<b>Architect:</b>	<b>M.C. Harry and Associates, Inc.</b>
<b>Contractor:</b>	<b>OAC Action Construction Corp.</b>
<b>Notice to Proceed Date:</b>	<b>Pending Board Approval</b>
<b>Original Funding Allocation:</b>	<b>See below</b>

**GENERAL OVERVIEW:**

This item is requesting authorization to award a Lump Sum Contract for construction of the Broadview Elementary School SMART Program Renovations to OAC Action Construction Corp., in the amount of \$4,381,582.67. The scope of work for this project includes, but is not limited to, fire alarm, fire sprinklers, conversion of existing space to music and/or art lab(s), music room renovation, building envelope improvements, electrical improvements, HVAC improvements, and media center improvements.

The original fire sprinkler scope of work for this project called for Buildings 1, 2, 5, 78, and 85 (the two latter are concrete portables) to be sprinkled. After review of these buildings by the Task Assigned District's Chief Fire Official, it was determined that these buildings did not require fire sprinkling. However, in an effort to not cause delays to this project, it was further determined that the fire sprinkler scope of work would remain in the current construction documents with the condition that the fire sprinkler scope of work would be removed with a Change Order deduction at a future date.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on June 4, 2020 from a total of three (3) bidders. This bid was advertised on April 28, 2020 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
12	5	3	2

Procurement and Warehousing Services has recommended the award of the project to OAC Action Construction Corp. as the lowest, responsive and responsible bidder that met the specifications, terms and conditions of the bid (see Exhibit 2 for details).

The Construction Bid Recommendation for Broadview Elementary School exceeds the available funds and requires additional funding in the amount of \$2,683,744 to proceed with the SMART Program Renovations. Both the Designer and Atkins have deemed the bid fair and reasonable based on current market conditions, which have changed considerably since the 2014 funding allocation. These funding overages are included in the SMART Program Forecast. The following summarizes the previous and revised funding allocations:

<b>Allocations of Original Project Funds</b>	<b>Previous Amount</b>	<b>Revised Amount</b>	<b>Net Change</b>
Planning Design and Management	\$759,390	\$759,390	\$0
Construction Contract	\$1,759,999	\$4,381,582.66	\$2,621,583.66
Construction Contingency (10%)*	\$175,997	\$238,157.34	\$62,160.34
Construction Misc.**	\$96,000	\$96,000	\$0
Furnishings	\$0	\$0	\$0
<b>Total</b>	<b>\$2,791,386</b>	<b>\$5,475,130</b>	<b>\$2,683,744</b>

\*Reserved for future use if required

\*\*Includes the following items where applicable: Off-site Improvements; Misc. Construction; Hazardous Materials Abatement; Technology Infrastructures; Utility Connection Charges; PPO Work Orders; and Portables

Note: Bid is 15.5% under the Atkins Estimate. Net Change is 103% over the Previous Amount.

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with building envelope improvements that will require approximately \$1.6M of additional funds. The HVAC improvements will require approximately \$600K of additional funds, electrical improvements which will require approximately \$500K of additional funds, and fire alarm which will require approximately \$100K of additional funds. There was savings in \$200K from the fire sprinklers, for a total overage of approximately \$2.6M.

Staff has evaluated the various SMART scopes for this project. It was determined that the most cost and time efficient means to deliver these improvements is by a single construction contract. Staff does not recommend creating separate bid packages, "carve outs", for any of the approved scopes. The proposal received from OAC Action Construction Corp. is the most cost-effective means of delivering this project.

OAC Action Construction Corp. is a certified Minority Business Enterprise/Hispanic-American (MBE/HA) and has committed to MBE/HA Participation of 29.85% for this project.

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

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



**Procurement & Warehousing Services**  
Broward County Public Schools

**EXHIBIT 2**  
**RECOMMENDATION TABULATION**

ITB #: 19-150C Tentative Board Meeting Date\*: TBD

Hard Bid Title: BROADVIEW ELEMENTARY SCHOOL # Notified: 1668 # Downloaded: 33  
SMART PROGRAM RENOVATIONS # of Responses Rec'd: 3 # of "No Bids": 0

For: OFFICE OF FACILITIES AND CONSTRUCTION ITB Opening Date: June 4, 2020  
 (School/Department)

Fund: SMART Advertised Date: April 28, 2020

**POSTING OF ITB RECOMMENDATION/TABULATION:** ITB Recommendations and Tabulations will be posted at Procurement and Warehousing Services Department and [www.Demandstar.com](http://www.Demandstar.com) on June 9, 2020 @ 02:00 PM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

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

**RECOMMENDATION TABULATION**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID 19-150C – BROADVIEW ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON APRIL 28, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
12	5	3	2

PROPOSALS RECEIVED:

BIDDER	CERTIFICATION
BURKE CONSTRUCTION GROUP, INC.	
LEGO CONSTRUCTION CO.	S/MBE - HA
OAC ACTION CONSTRUCTION, CORP.	S/MBE - HA

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

**OAC ACTION CONSTRUCTION, CORP.**

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

By: *Luis E. Perez* Date: 6/9/2020  
 (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.

**Broadview Elementary School**

**Adopted District Educational Facilities Plan**

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
There are no active DEFP projects for this location.						0	

**SMART Program**

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Safety & Security	Yr1	55,004*	197,574*			252,578	Fire Alarm
Safety & Security	Yr1	156,465*	562,014*			718,479	Fire Sprinklers
Music & Art	Yr1	36,803*	132,197*			169,000	Conversion of Existing Space to Music and/or Art Lab(s)
Music & Art	Yr1	29,617*	106,383*			136,000	Music Room Renovation
Renovation	Yr1	205,963*	739,809*			945,772	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr1	12,267*	44,062*			56,329	Electrical Improvements
Renovation	Yr1	13,769*	49,459*			63,228	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr1	57,492*	206,508*			264,000	HVAC Improvements
Renovation	Yr1	40,506*	145,494*			186,000	Media Center improvements
Renovation	Yr1	100,000				100,000	School Choice Enhancement
SMART Program Sub-Total		707,886	2,183,500	0	0	2,891,386	

**Completed**

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr1	50,000				50,000	Music Equipment Replacement
SMART	Yr2	15,000				15,000	CAT 6 Data port Upgrade
SMART	Yr2	96,000				96,000	Wireless Network Upgrade
SMART	Yr2	222,000				222,000	Additional computers to close computer gap
SMART	Yr2	113,000				113,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
Completed Sub-Total		496,000	0	0	0	496,000	
School Total		1,203,886	2,183,500	0	0	3,387,386	

\*Project Scope Included:  
 Year 1 total scope \$607,886  
 Year 6 total scope \$2,183,500  
 Total value of scope \$2,791,386

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



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

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this 21 day of July 2020 by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

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

**OAC ACTION CONSTRUCTION, CORP.**

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

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

Bid No.:	19-150C
Project No.:	P.001638
Location No.:	0811
Project Title:	SMART Program Renovations
Facility Name:	Broadview Elementary School

Scope of Work: Work of this Contract comprises of:

- Addition of a new automatic fire sprinkler system for buildings 1, 2, 78, 85
- Extend Fire Main to serve Buildings 1, 2, 78 & 85.
- Removal of existing and installation of a new Fire alarm system and main panel and all required devices, covering buildings 1, 2, 5, 78 & 85
- Conversion of Cafetorium to Music Room in Building 1.
- Renovate Existing Art Lab in Building 1.
- Renovate Existing Media Center in Building 1.
- Replacement of ten – 5-ton roof top package AC units on Building 1
- Test & Balance of HVAC systems in Buildings 1, 2, 5, 7, 8 & 85
- Replacement of selected Electrical Panels – Building 1.
- Re-roofing and related repairs to Buildings 1, 2, & 85.
- Addition of tie-downs for existing and new roof-mounted equipment on buildings 4, 5 and 6.

Constructed pursuant to drawings, specifications and other design documents prepared by M.C. HARRY AND ASSOCIATES, INC. (Hereinafter referred to as **Project Consultant**).

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

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

**ARTICLE 1. ENTIRE AGREEMENT**

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

**ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.**

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

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Date</b>
<b>GENERAL</b>			
	Cover Page	8	12-23-19
A0.00	Index Sheet, Abbreviations and Symbols	8	12-23-19
A0.01	General Notes	4	09-16-19
A0.02	Preliminary Staging & Phasing Plan	4	09-16-19
LS1.01	Safety Plan-Scope Plan – Site	7	09-16-19
<b>CIVIL</b>			
C1.0	Fire Line Plan	5	10-03-19
C2.0	Details	4	09-16-19
C2.1	Details	4	09-16-19
C2.2	Details	4	09-16-19
<b>ARCHITECTURAL</b>			
A1.00	Site Plan And Water Main Overall Scope		
A1.01	Overall - Fire Sprinklers-Fire Alarm	1	01-24-19
A2.10	Demo-Proposed Floor Plan Media Center	3	06-06-19
A2.11	Demo-Proposed Rcp Media Center	3	06-06-19
A2.12	Proposed Elevation Media Center	2	03-28-19
A2.20	Demo-Prop. Floor Plan & Sect Art Room/Art Teacher Plan'g. Room	4	09-16-19

A2.21	Demo-Proposed Rcp, Art Room/Art Teacher Plan'g. Room		
A2.22	Proposed Elevation Art Room/Art Teacher Plan'g. Room		
A2.30	Demo + Proposed Floor Plan Music Room & ADA Lift	5	10-03-19
A2.31	Demo + Proposed Rcp Music Room	1	01-24-19
A2.32	Proposed Elevation Music Room		
A3.00	Signage & Details		
A9.00	Re-Roofing Overall Scope Plan		
A9.01	Demo Roof Plan – Building 1 Sections 1a, 1b, 1c, And East Lower	3	06-06-19
A9.02	Demo Roof Plan - Building 1 Sections 1a, 1d, And Building 2	3	06-06-19
A9.03	New Roof Plan – Building 1 Sections 1a, 1b, 1c And East Lower	3	06-06-19
A9.04	New Roof Plan – Building 1 Sections 1a, 1d, And Building 2	1	01-24-19
A9.05	Building 1 Tapered Light Weight Concrete Plan	3	06-06-19
A9.06	Building 1 Overflow Drainage Pipe System	2	03-28-19
A9.07	Building 1 Re-Roofing Existing Equipment Images	2	03-28-19
A9.07a	Building 1 Re-Roofing Existing Equipment Images	1	01-24-19
A9.08	Building 6 And 4 Tie Down Equipment And Building 85 Demo, New Roof Plan	1	01-24-19
A9.09	Building 5 Equipment Tie Down	1	01-24-19
A9.10	Re-Roofing Details	3	06-06-19
A9.11	Re-Roofing Details	2	03-28-19
A9.12	Re-Roofing Details	3	06-06-19
A9.13	Re-Roofing Details	3	06-06-19
<b>STRUCTURAL</b>			
S1.00	Structural	2	03-28-19
<b>MECHANICAL</b>			
M001	Mechanical Symbols And Legends		
M002	Mechanical General Notes		
M100	Mechanical Site Plan		
M201	Mechanical Floor Plan Building 1 – North		
M202	Mechanical Floor Plan Building 1 – South		
M203	Mechanical Demo Roof Plan Building 1 – North	3	06-06-19
M204	Mechanical Demo Roof Plan Building 1 – South		
M205	Mechanical Roof Plan Building 1 – North		
M206	Mechanical Roof Plan Building 1 – South		
M207	Mechanical Reno Roof Plan Building 1 - North	2	03-28-19
M208	Mechanical Reno Roof Plan Building 1 – South	1	01-24-19
M209	Mechanical Floor Plan Building 2 (Reference Only)		
M210	Mechanical Floor Plan Building 6 (Reference Only)		
M211	Mechanical Floor Plan Building 5 (Reference Only)		
M212	Mechanical Floor Plan Building 78 + 85 (Reference Only)		
M301	Mechanical Enlarged Plan Building 6 (Reference Only)		
M302	Mechanical Enlarged Plan Building 5 (Reference Only)		
M5.01	Mechanical Controls	1	01-24-19
M5.02	Mechanical Controls (Reference Only)		
M5.03	Mechanical Controls (Reference Only)		
M6.01	Mechanicals Details	2	03-28-19
M7.01	Mechanicals Schedules	3	06-06-19
M7.02	Mechanicals Schedules (Reference Only)		



<b>FIRE PROTECTION</b>			
FP001	Fire Protection Symbols and Legend	1	01-24-19
FP100	Fire Protection Site Plan	4	09-16-19
FP201	Fire Protection Renovation Plan Building 1 – North		
FP202	Fire Protection Renovation Plan Building 1 – South		
FP601	Fire Protection Details	4	09-16-19
FP602	Fire Protection Details		
<b>ELECTRICAL</b>			
E0.01	Electrical Symbols And Legends	4	09-16-19
E0.02	Electrical General Notes	2	03-28-19
E1.01	Electrical Site Plan		
E2.01	Building 1 Media Center Power Demo + New Work Plans	4	09-16-19
E2.02	Building 1 Light Demo + New Work Plans	2	03-28-19
E2.03	Building 1 Art Room – Power Demo + New Work Plans		
E2.04	Building Art Room – Lighting Demo + New Work Plans	4	09-16-19
E2.05	Building 1 Music Room – Power Demo + New Work	8	12-23-19
E2.06	Building 1 Music Room + Cafetorium Lighting Demo + New Work Plans	7	12-12-19
E2.07	Building 1 Classrooms 117 And 125 Plan Reviews	2	03-28-19
E2.08	Building 78 Demo And New Work		
E2.12	Building 1 Media Center Photometrics		
E2.14	Building 1 Art Room Photometrics		
E2.16	Building 1 + Cafetorium – Photometric		
E3.01	Roof Demolition – North	1	01-24-19
E3.02	Roof Demolition – South		
E3.03	Roof New Demolition – North	1	01-24-19
E3.04	Building 1 Roof New Work – S.		
ES2.01	Building 1 Fire Alarm Demo – N.W.	8	12-23-19
ES2.02	Building 1 Fire Alarm Demo – N.E.		
ES2.03	Building 1 Fire Alarm Demo – S.W.		
ES2.04	Building 1 Fire Alarm Demo – S.E.		
ES2.05	Building 2 Fire Alarm Demo		
ES2.06	Buildings 4, 85, 78 + 98 Fire Alarm Demo		
ES2.11	Building 1 Fire Alarm New Work – N.W.	8	12-23-19
ES2.12	Building 1 Fire Alarm Work – N.E.	5	10-03-19
ES2.13	Building 1 Fire Alarm New Work – S.W.	4	09-16-19
ES2.14	Building 1 Fire Alarm New Work – S.E.	4	09-16-19
ES.2.15	Building 2 Fire Alarm New Work	4	09-16-19
ES2.16	Building 4, 85, 78 + 98 Fire Alarm New Work	4	09-16-19
E6.01	Riser Diagrams	4	09-16-19
E6.11	Fire Alarm Riser Diagram	6	11-11-19
E6.12	Fire Alarm Riser Diagram	4	09-16-19
E6.13	Fire Alarm Riser Diagram	1	01-24-19
E7.01	Schedules	4	09-16-19
E7.02	Schedules	4	09-16-19
E8.01	Details	1	01-24-19
E8.02	Details	1	01-24-19
HHH E8.03	Details	2	03-28-19
E8.04	Details	1	01-24-19
<b>PLUMBING</b>			
P001	Plumbing General Notes and Legend	4	09-16-19

PD201	Plumbing Demo Roof Plan – Building 1- North		
PD202	Plumbing Demo Roof Plan – Building 1- South	2	03-28-19
P201	Plumbing Roof Plan – Building 1 – North	1	01-24-19
P202	Plumbing Roof Plan Building 1 – South	1	01-24-19
P203	Plumbing – Art Room Demo + Reno	4	09-16-19

2.03 The Project Manual:

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

**ARTICLE 3. CONTRACT SUM**

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

Dollars \$4,381,582.67

This shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

**ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

**4.03 Required date(s) of Substantial Completion**

4.03.01 The Contractor shall accomplish Substantial Completion of the Work on or before:

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

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

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

**4.04 Liquidated Damages for Substantial Completion:**

- 4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 4.04.02 In the event more than one Milestone is involved, then the liquidated damages due for each Milestone shall be as follows:
- |                |                                       |
|----------------|---------------------------------------|
| Each Milestone | Five Hundred Dollars \$500.00 per day |
|----------------|---------------------------------------|
- 4.04.03 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

**ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

**5.01 Substantial Completion:**

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has

been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 **Final Completion:**

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entitles, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

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

\$ 500

Five Hundred Dollars

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

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

Each Milestone

Five Hundred Dollars \$500.00 per day

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the

Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

- 5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:
  - 5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
  - 5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
  - 5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
  - 5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
  - 5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

#### **ARTICLE 6. TIME AND DELAYS.**

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his Work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.

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

## **ARTICLE 7. CONTRACT BONDS**

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

- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

**ARTICLE 8. NOTICES**

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

<b>Party:</b>		<b>Address:</b>
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Joseph Aoun
	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	OAC ACTION CONSTRUCTION, CORP.	11980 SW 144 COURT #101 MIAMI, FL 33186

Surety's Agent:	GREAT AMERICAN INSURANCE COMPANY	301 E 4 <sup>TH</sup> STREET CINCINNATI, OH 45202
Project Consultant:	M C HARRY AND ASSOCIATES, INC.	2780 SW DOUGLAS RD. SUITE 302 MIAMI, FL 33133

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

**ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES**

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

9.02 **e-Builder.** The Contractor shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes. Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

9.02.01 **Forms Module.** The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

9.02.02 **Work Flows.** Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

9.02.03 **Calendar Module.** The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project



Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.

- 9.02.04 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.
- 9.02.05 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

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

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

**In witness thereof**, the said Contractor, AOC 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.

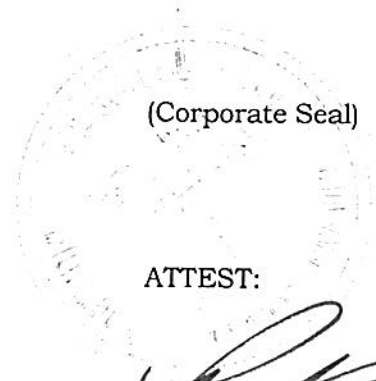

**OWNER**

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

  
\_\_\_\_\_  
Donna P. Korn, Chair

(Corporate Seal)

ATTEST:

  
  
\_\_\_\_\_  
Robert W. Runcie, Superintendent of  
Schools

Approved as to form and legal content

  
\_\_\_\_\_  
Office of the General Counsel

**CONTRACTOR**

(Corporate Seal)

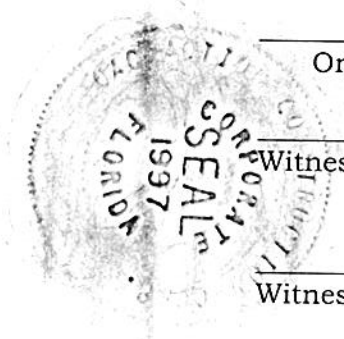
**OAC ACTION CONSTRUCTION, CORP.**

By [Signature]  
Oswaldo Cruz, President

[Signature]  
Orlando Cruz, SR. , Secretary  
Or -

Witness

Witness



**CONTRACTOR NOTARIZATION**

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7/8/20 (date) by Oswaldo Cruz (name of officer or agent, title of officer or agent) of OAC Action Construction Corp (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

[Signature]  
Notary Public

Jessica Gonzalez

Name typed, printed or stamped

My Commission Expires: 9/9/23



**SURETY ACKNOWLEDGMENT**

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

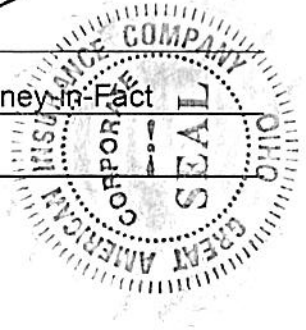
**SURETY:** Great American Insurance Company

Doreen Shearin  
Alter

**By:** [Signature]

**Its:** Warren M. Alter, Attorney-in-Fact

**Date:** July 8, 2020



STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this July 8, 2020 (date) by Warren M. Alter (name of officer or agent, title of officer or agent) of Great American Insurance Company (name of corporation acknowledging) , a Ohio (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

[Signature]

Notary Public

[Notary Seal]



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

Lilia Rafford

Name typed, printed or stamped

My Commission Expires: 12/7/2021

**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



*Stephen C. Beraha*

Assistant Secretary

*Mark Vicario*

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

*Susan A Kohorst*

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 8th day of July, 2020



*Stephen C. Beraha*

Assistant Secretary

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-3./ Construction Bid Recommendation of \$500,000 or Greater  
ITB 19-150C  
Broadview Elementary School, Pompano Beach  
OAC Action Construction Corp.  
SMART Program Renovations  
Project No. P.001638

School Board Meeting: 07/21/2020

The financial impact of this item is \$4,381,582.67

- ( ) This project has not been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). These funds in the amount of \$\_\_\_\_\_ will come from the Capital Projects Reserve.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is no impact to the project budget.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is no current impact to the project budget. There is a potential future impact to the project budget.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$\_\_\_\_\_ will come from the Capital Projects Reserve.

OS

Comments: This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$2,683,744 will come from the Capital Projects Reserve. This increases the project budget from \$2,791,386 to \$5,475,130.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

Omar Shim 7/13/2020  
Signature Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.