



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

JJ-2.

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

Yes

No

Time

Open Agenda

Yes

No

TITLE:

Construction Bid Recommendation of \$500,000 or Greater - ITB 19-172C - Horizon Elementary School - Sunrise - Cosugas, LLC - SMART Program Renovations - Project No. P.002038

REQUESTED ACTION:

Approve the recommendation to award the Construction Agreement to Cosugas, LLC for the lump sum amount of \$1,170,000 and approve additional funding in the amount of \$726,000.

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 \$1,170,000. 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 \$726,000 will come from the Capital Projects Reserve. This increases the project budget from \$813,000 to \$1,539,000.

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

7/10/2020, 4:07:08 PM

Approved In Open Board Meeting On:

JUL 21 2020

By:

Dan Kaufold
School Board Chair

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ FG/PDK/DJ:lcc

EXHIBIT 1

EXECUTIVE SUMMARY

Construction Bid Recommendation of \$500,000 or Greater
ITB 19-172C
Horizon Elementary School, Sunrise
Cosugas, LLC
SMART Program Renovations
Project No. P.002038

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	Song & Associates, Inc.
Contractor:	Cosugas, LLC
Notice to Proceed Date:	Pending Board Approval
Original Funding Allocation:	See below

GENERAL OVERVIEW:

This item is requesting authorization to award a Lump Sum Contract for construction of the Horizon Elementary School SMART Program Renovations to Cosugas, LLC, in the amount of \$1,170,000. The scope of work for this project includes, but is not limited to, building envelope improvements, HVAC improvements, and media center improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on June 2, 2020 from a total of three (3) bidders. This bid was advertised on April 23, 2020 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
24	11	3	3

Procurement and Warehousing Services has recommended the award of the project to Cosugas, LLC 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 Horizon Elementary School exceeds the available funds and requires additional funding in the amount of \$726,000 to proceed with the SMART Program Renovations. Both the Designer and Atkins have deemed the bid fair and reasonable based on current market conditions, which have changed considerably since the 2014 funding allocation. These funding overages are included in the SMART Program Forecast. The following summarizes the previous and revised funding allocations:

Allocations of Original Project Funds	Previous Amount	Revised Amount	Net Change
Planning Design and Management	\$212,000	\$212,000	\$0
Construction Contract	\$510,000	\$1,170,000	\$660,000
Construction Contingency (10%)*	\$51,000	\$117,000	\$66,000
Construction Misc.**	\$20,000	\$20,000	\$0
Furnishings	\$20,000	\$20,000	\$0
Total	\$813,000	\$1,539,000	\$726,000

*Reserved for future use if required
 **Includes the following items where applicable: Off-site Improvements; Misc. Construction; Hazardous Materials Abatement; Technology Infrastructures; Utility Connection Charges; PPO Work Orders; and Portables
 Note: Bid is 6% under the Atkins Estimate. Net Change is 89% over the Previous Amount.

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with HVAC improvements that will require approximately \$420K of additional funds. The building envelope improvements will require approximately \$140K of additional funds.

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

Cosugas, LLC is a certified Minority Business Enterprise/Hispanic-American (MBE-HA) and has committed to a total of 85.98 % Minority Participation for this project where 22.4% will be self-performed and 63.54% will be primarily through the use of certified Minority Women Business Enterprise/Hispanic-American (MWBE-HA) subcontractors.

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

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



Procurement & Warehousing Services

Broward County Public Schools

EXHIBIT 2

RECOMMENDATION TABULATION

ITB #:	<u>19-172C</u>	Tentative Board Meeting Date*:	<u>TBD</u>
Hard Bid Title:	<u>HORIZON ELEMENTARY SCHOOL</u> <u>SMART PROGRAM RENOVATIONS</u>	# Notified:	<u>1143</u> # Downloaded: <u>44</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u> (School/Department)	# of Responses Rec'd:	<u>3</u> # of "No Bids": <u>0</u>
Fund:	<u>SMART</u>	ITB Opening Date :	<u>June 2, 2020</u>
		Advertised Date:	<u>April 23, 2020</u>

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on June 05, 2020 @ 5:00 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 19-172C HORIZON ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON APRIL 23, 2020, THE BID WAS OPENED ON JUNE 02, 2020. THE PARTICIPATION SUMMARY IS LISTED BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
24	11	3	3

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION
LEGO CONSTRUCTION CO.	S/MBE-HA
SAGOMA CONSTRUCTION SERVICES, INC.	ES/MBE-AA
COSUGAS, LLC	ES/MBE-HA

IN THE BEST INTEREST OF THE SCHOOL DISTRICT, IT IS RECOMMENDED THE AWARD BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID IN THE AMOUNT OF ITS LUMP-SUM BID., WHO IS LISTED BELOW:

COSUGAS, LLC

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

By: Paulette Hemmings Turner Date: 06/05/2020
 (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.

Horizon 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
Renovation	Yr4	56,516*	150,484*			207,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr4	110,574*	294,426*			405,000	HVAC Improvements
Renovation	Yr4	54,877*	146,123*			201,000	Media Center improvements
Renovation	Yr4	100,000				100,000	School Choice Enhancement
SMART Program Sub-Total		321,967	591,033	0	0	913,000	
Completed							
Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr3	50,000				50,000	Music Equipment Replacement
SMART	Yr2	5,000				5,000	CAT 6 Data port Upgrade
SMART	Yr2	78,000				78,000	Wireless Network Upgrade
SMART	Yr2	117,000				117,000	Additional computers to close computer gap
Completed Sub-Total		250,000	0	0	0	250,000	
School Total		571,967	591,033	0	0	1,163,000	

*Project Scope Included:
 Year 4 total scope \$221,967
 Year 6 total scope \$591,033
 Total value of scope \$813,000

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



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

Document 00520: Agreement Form

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

COSUGAS, LLC

(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.:	19-172C
Project No.:	P.002038
Location No.:	2531
Project Title:	SMART Program Renovations
Facility Name:	Horizon Elementary School

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

1. Building Envelope Improvements (Roofing, Windows, Exterior Walls, etc.)
2. Media Center Renovation
3. HVAC Improvements

Constructed pursuant to drawings, specifications and other design documents prepared by Song & 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:

DRAWING NO.	DRAWING TITLE	REV NO.	DATE
GENERAL			
--	COVER	1	3/18/2019
G-1.01	GENERAL NOTES, ABBREVIATIONS, SYMBOLS AND SHEET INDEX	2	5/3/2019
SITE			
AS-1.01	OVERALL SITE PLAN		12/21/2018
DEMOLITION			
AD-2.0	BUILDING 1, OVERALL FIRST FLOOR DEMOLITION PLAN	1	3/18/2019
AD-2.1	BULIDING 1, ENLARGED SECOND FLOOR DEMOLITION PLAN		12/21/2018
LIFE SAFETY			
LS-2.1	BUILDING 1 OVERALL FIRST FLOOR LIFE SAFETY PLAN		12/21/2018
LS-2.2	ENLARGED FIRST FLOOR PLAN LIFE SAFETY PLANS		12/21/2018
ARCHITECTURAL			
A-2.0	OVERALL FIRST FLOOR PLAN – NEW CONSTRUCTION		12/21/2018
A-2.1	ENLARGED FLOOR FINISH PLAN & SPECIFICATIONS		12/21/2018
A-2.2	ENLARGED FF&E FLOOR PLAN		12/21/2018
AD-4.0	OVERALL ROOF PLAN - DEMOLITION	1	3/18/2019
AD-4.1	ROOF DEMOLITION PLANS	1	3/18/2019

AD-4.2	EXISTING ROOF PHOTOGRAPHS		12/21/2018
A-4.0	OVERALL ROOF – NEW CONSTRUCTION	2	5/3/2019
A-4.1	ROOF PLAN - NEW CONSTRUCTION	2	5/3/2019
A-4.2	ROOF DETAILS	2	5/3/2019
	MECHANICAL		
M0.01	MECHANICAL SYMBOLS AND LEGENDS	1	3/18/2019
M0.02	MECHANICAL SYMBOLS AND LEGENDS		12/21/2018
MD2.01C	MECHANICAL DEMO FLOOR PLAN BLDG 1 – SITE C		12/21/2018
M2.01C	MECHANICAL FLOOR PLAN BLDG 1 – SITE C	2	5/3/2019
M3.02	MECHANICAL ROOF BLDG 2, 3 & 5	2	5/3/2019
M3.03	MECHANICAL ROOF PLAN BLDG 85		12/21/2018
M6.01	MECHANICAL CONTROLS		12/21/2018
M7.01	MECHANICAL SCHEDULES	1	3/18/2019
M8.01	MECHANICAL DETAILS	2	5/3/2019
	ELECTRICAL		
E0.01	ELECTRICAL SYMBOLS AND LEGENDS		12/21/2018
ED2.01C	ELECTRICAL DEMO FLOOR PLAN BLDG 1 – SITE C		12/21/2018
E2.01C	ELECTRICAL FLOOR PLAN BLDG 1- SITE C	1	3/18/2019
E2.11	ENLARGED MEDIA CENTER	1	3/18/2019
E5.01	ELECTRICAL ONE LINE DIAGRAM & FIRE ALARM RISER		12/21/2018
E7.01	ELECTRICAL SCHEDULES		12/21/2018
E7.02	ELECTRICAL SCHEDULES	1	3/18/2019
E8.01	ELECTRICAL DETAILS		
	STRUCTURAL		
S1	STRUCTURAL NOTES & DESIGN INFORMATION		9/4/2018
S2	ROOF WIND ZONES		9/4/2018

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 4 - Masonry
- Division 5 - Metals
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors and Windows
- Division 9 - Finishes
- Division 13 - Special Construction
- Division 15 - Mechanical
- Division 16 - Electrical
- Division 17 - Low Voltage

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 \$ 1,170,000.00

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

ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.

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

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

4.03 Required date(s) of Substantial Completion

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

346 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:

Required Substantial

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

5.03 **Liquidated Damages for Final Completion:**

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

\$ 500
Five Hundred Dollars

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

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

Each Milestone	Five Hundred Dollars \$500.00 per day
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- 5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

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

ARTICLE 6. TIME AND DELAYS.

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act

of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.

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

ARTICLE 7. CONTRACT BONDS

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security

for the payment of all persons performing labor and providing materials in connection with this Contract.

- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

ARTICLE 8. NOTICES

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

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Herve Apollon
	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:	Cosugas, LLC	Herman Giacomelli 719 Shotgun Road, Sunrise, FL 33326
Surety's Agent:	QBE Insurance Corporation	55 Water Street, New York, NY 10041

- 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

much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.

- 9.02.05 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

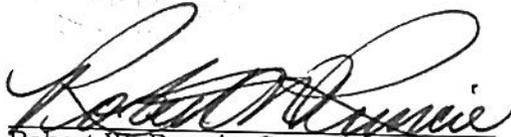
This information together with a request for licensing shall be sent to Programs Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor.

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

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



ATTEST:


Robert W. Runcie, Superintendent of Schools

OWNER

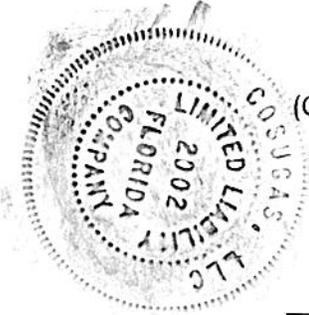
THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA


Donna P. Korn, Chair

Approved as to form and legal content


Office of the General Counsel

CONTRACTOR



(Corporate Seal)

COSUGAS, LLC

By [Signature]
Herman Giacomelli, Managing Member

_____, Secretary

Or - [Signature]
Witness

[Signature]
Witness

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 06/29/20 (date) by Herman Giacomelli, Managing Member of Cosugas, LLC, a Florida 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

Farid La Torre

Name typed, printed or stamped

My Commission Expires: May 25, 2023

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.

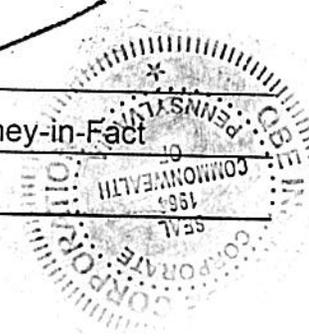
SURETY: QBE Insurance Corporation

Horeen Shearin
Ally

By: [Signature]

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

Date: June 25, 2020



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 06/25/2020 (date) by Warren M. Alter (name of officer or agent, title of officer or agent) of QBE Insurance Corpation (name of corporation acknowledging) , a Pennsylvania (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

Name typed, printed or stamped

My Commission Expires: 12/07/2021



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

END OF DOCUMENT



POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint Warren M. Alter, David T. Satine, Jonathan A. Bursevich of Alter Surety Group of Miami Lakes, FL, its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

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

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

Attest:

QBE INSURANCE CORPORATION

(Seal)

By:

Brett Halsey
Brett Halsey
Senior Vice President

By:

Charles Cygal
Charles Cygal
Vice President

STATE OF NEW YORK)

)SS.:

COUNTY OF NEW YORK)

On this December 19, 2019, before me personally appeared Brett Halsey and Charles Cygal, both to me known to be Senior Vice President and Vice President, respectively, of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

SIMA S PATEL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 01PA6159503
COMMISSION EXPIRES JAN 16, 2023

By:

Sima S. Patel, Notary Public

CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 25th day of June 2020

By:

Mark Pasko, Corporate Secretary

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-2./ Construction Bid Recommendation of \$500,000 or Greater
ITB 19-172C
Horizon Elementary School, Sunrise
Cosugas, LLC
SMART Program Renovations
Project No. P.002038

School Board Meeting: 07/21/2020

The financial impact of this item is \$1,170,000

- () 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
(X)

Comments: This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$726,000 will come from the Capital Projects Reserve. This increases the project budget from \$813,000 to \$1,539,000.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

Omar Shim 7/8/2020
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.