



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-10-20 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

ITEM No.:
JJ-3.

TITLE:
Construction Bid Recommendation of \$500,000 or Greater – ITB FY21-024 – Park Ridge Elementary School – Deerfield Beach – Hedrick Brothers Construction Co., Inc. – SMART Program Renovations – Project No. P.001844

REQUESTED ACTION:
Approve the Construction Agreement with Hedrick Brothers Construction Co., Inc. for the lump sum amount of \$2,645,532 and approve additional funding in the amount of \$1,318,309.

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 General Counsel.

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

FINANCIAL IMPACT:
The financial impact of approving this item is \$2,645,532. This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is an additional impact to the project budget. These funds in the amount of \$1,318,309 will come from the Capital Projects Reserve. This increases the project from \$2,184,000 to \$3,502,309.

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: Kathleen Langan, Director, AECOM	Phone: 754-321-4850

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

Frank Girardi - Executive Director

Signature
Frank L. Girardi
10/9/2020, 7:54:52 AM

Approved In Open Board Meeting On:

OCT 20 2020

By:
School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB FY21-024
Park Ridge Elementary School, Deerfield Beach
Hedrick Brothers Construction Co., Inc.
SMART Program Renovations
Project No. P.001844

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	CES Engineering Services, LLC
Contractor:	Hedrick Brothers Construction Co., Inc.
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 Park Ridge Elementary School SMART Program Renovations to Hedrick Brothers Construction Co., Inc., in the amount of \$2,645,532. The scope of work for this project includes, but is not limited to, fire alarm, HVAC improvements, building envelope improvements, and media center improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on September 15, 2020 from a total of four (4) bidders. This bid was advertised on August 11, 2020 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
21	12	4	2

Procurement and Warehousing Services has recommended the award of the project to Hedrick Brothers Construction Co., Inc. 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 Park Ridge Elementary exceeds the available funds and requires additional funding in the amount of \$1,318,309 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	\$637,500	\$637,500	\$0
Construction Contract (FLCC)	\$1,390,000	\$2,645,532	\$1,255,532
Construction Contingency*	\$69,500	\$132,277	\$62,777
Construction Misc.**	\$87,000	\$87,000	\$0
Furnishings	\$0	\$0	\$0
Total	\$2,184,000	\$3,502,309	\$1,318,309

*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 3.2% under the Atkins Estimate. Net Change is 60% over the Previous Amount.

Soft costs include: Planning, Design, Management, Contingencies, and Furnishings.

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 \$1.25M 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 Hedrick Brothers Construction Co., Inc. is the most cost-effective means of delivering this project.

Hedrick Brothers Construction Co., Inc. is not a certified Minority/Women Business Enterprise (M/WBE). However, Hedrick Brothers Construction Co., Inc. has committed to M/WBE Participation of 20.41% for this project through the use of certified a M/WBE subcontractor.

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

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



ITB #: FY21-024 Tentative Board Meeting Date*: TBD

Hard Bid Title: PARK RIDGE ELEMENTARY SCHOOL # Notified: 1814 # Downloaded: 56
SMART PROGRAM RENOVATIONS # of Responses Rec'd: 4 # of "No Bids": 0

For: OFFICE OF CAPITAL PROGRAMS ITB Opening Date : September 15, 2020
(School/Department)

Fund: SMART Advertised Date: August 11, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on September 18, 2020 @ 05:00 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 FY21-024 PARK RIDGE ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON AUGUST 11, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
21	12	4	2

PROPOSALS RECEIVED:

BIDDER	CERTIFICATION
LEGO CONSTRUCTION CO.	SMBE - HA
WEST CONSTRUCTION, INC.	
COSUGAS, LLC.	ESMBE - HA
HEDRICK BROTHERS CONSTRUCTION CO, INC.	

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:

HEDRICK BROTHERS CONSTRUCTION CO, INC.

IN THE BEST INTEREST FOR THE SCHOOL DISTRICT, IT IS RECOMMENDED THAT THE LISTED LOWER BIDDER BE RECOMMENDED FOR AWARD IN THE AMOUNT OF ITS LUMP-SUM BID.

By: Luis E. Perez Date: 09/18/2020
(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.

Park Ridge Elementary School

Adopted District Educational Facilities Plan

Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	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 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
Safety & Security	Yr4	76,778*	217,222*			294,000	Fire Alarm
Renovation	Yr5	100,000				100,000	School Choice Enhancement
Renovation	Yr3	228,770*	647,230*			876,000	HVAC Improvements
Renovation	Yr4	194,820*	551,180*			746,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr4	69,989*	198,011*			268,000	Media Center improvements
SMART Program Sub-Total		670,357	1,613,643	0	0	2,284,000	

Completed

Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
SMART	Yr1	50,000				50,000	Music Equipment Replacement
SMART	Yr2	61,000				61,000	Wireless Network Upgrade
SMART	Yr2	6,000				6,000	CAT 6 Data port Upgrade
SMART	Yr2	97,000				97,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART	Yr2	147,000				147,000	Additional computers to close computer gap
Completed Sub-Total		361,000	0	0	0	361,000	

School Total		1,031,357	1,613,643	0	0	2,645,000	
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*Project Scope Included:

Year 3 total scope \$228,770

Year 4 total scope \$341,587

Year 6 total scope \$1,613,643

Total value of scope \$2,184,000



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 20 day of October, 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

HEDRICK BROTHERS CONSTRUCTION CO, INC.

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

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

Bid No.:	FY21-024
Project No.:	P.001844
Location No.:	1951
Project Title:	SMART Program Renovations
Facility Name:	Park Ridge Elementary School

Scope of Work consists of but is not limited to:

1. Reroofing of multiple buildings.
2. Exterior Door and Frame Replacement
3. Exterior Wall Repainting
4. Interior renovations to Media Center and Selected Restrooms
5. Mechanical, Electrical, Plumbing Fire Protection and Fire Alarm replacements and/or upgrades

Constructed pursuant to drawings, specifications and other design documents prepared by CES Engineering Services, LLC. (Hereinafter referred to as **Project Consultant**).

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

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

ARTICLE 1. ENTIRE AGREEMENT

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General, and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement

between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

2.02 The Drawings:

Drawing Number	Drawing Title	Revision No.	Date
	COVER		01/23/19
GN-001	DRAWING INDEX	1	03/05/19
GN-002	GENERAL NOTES	1	03/05/19
GN-401	CHILD ADA DETAILS	1	03/05/19
A-100	DEFICIENCY CAMPUS SITE PLAN		01/23/19
A-101	ROOF SITE PLAN		01/23/19
FLS00-100	BUILDING # 1 – LIFE SAFETY PLAN	1	03/05/19
A01-100	BUILDING # 1 – OVERALL FLOOR PLAN		01/23/19
A01-110	BUILDING # 1 – OVERALL ROOF PLAN – EXISTING		01/23/19
A01-111	BUILDING # 1 – REROOFING PARTIAL ROOF DEMO PLAN		01/23/19
A01-112	BUILDING #1 – REROOFING – PARTIAL DEMOLITION PLAN		01/23/19
A01-113	BUILDING # 1 – REROOFING PARTIAL ROOF DEMO PLAN	1	03/05/19
A01-114	BUILDING # 1 – REROOFING PARTIAL ROOF PLAN NORTH	1	03/05/19
A01-115	BUILDING # 1 – REROOFING PARTIAL ROOF PLAN	1	03/05/19
A01-400	BUILDING # 1 – PLUMBING FIXTURE CALCULATIONS		01/23/19
A01-401	BUILDING # 1-ADA RESTROOM RENOVATION-ENLARGED PLAN	1	03/05/19
A01-402	BUILDING # 1-ADA RESTROOM RENOVATION – INTERIOR ELEVATIONS		01/23/19

A01-403	BUILDING # 1-ADA RESTROOM RENOVATION-ENLARGED PLAN	1	03/05/19
A01-404	BUILDING # 1-ADA RESTROOM RENOVATION - INTERIOR ELEVATIONS		01/23/19
A01-422	BUILDING # 1 - PROPOSED MEDIA CENTER		01/23/19
A02-110	BUILDING # 2 - REROOFING - OVERALL DEMO ROOF PLAN		01/23/19
A02-111	BUILDING # 2 - REROOFING PARTIAL ROOF DEMO PLAN		01/23/19
A02-112	BUILDING # 2 - REROOFING PARTIAL ROOF DEMO PLAN		01/23/19
A02-113	BUILDING # 2 - OVERALL ROOF PLAN - PROPOSED		01/23/19
A02-114	BUILDING # 2 - REROOFING - PARTIAL ROOF PLAN		01/23/19
A02-115	BUILDING # 2 - REROOFING - PARTIAL ROOF PLAN		01/23/19
A03-101	BUILDINGS 3,4,5 AND 7 - FLOOR & ROOF PLAN		01/23/19
A75-101	BUILDING #75 - FLOOR & ROOF PLAN		01/23/19
A-501	GENERAL DETAILS	1	03/05/19
A-601	DOOR SCHEDULE		01/23/19
A-701	PARTITION TYPES & DETAILS		01/23/19
A-801	ROOF DETAILS		01/23/19
A-802	ROOF DETAILS		01/23/19
A-803	ROOF DETAILS		01/23/19
A-805	ROOF DETAILS		01/23/19
S00-000	STRUCTURAL NOTES	1	03/05/19
S00-201	TYPICAL DETAILS AND SECTIONS		01/23/19
S00-202	TYPICAL DETAILS AND SECTIONS		01/23/19
S01-001	BLDG #1 ROOF WIND PRESSURE DIAGRAM		01/23/19
S01-101A	BLDG. 1 ROOF PLAN - A		01/23/19
S01-101B	BLDG. 1 ROOF PLAN - B		01/23/19
S02-001	BLDG. 2 ROOF WIND PRESSURE DIAGRAM		01/23/19
S02-101A	BLDG. 2 ROOF PLAN - A		01/23/19
S02-101B	BLDG. 2 ROOF PLAN - B		01/23/19
S03-001	BLDG. 3 & 4 ROOF PLAN AND WIND PRESSURE DIAGRAM		01/23/19
M-0	MECHANICAL LEGEND, NOTES, AND SYMBOLS	1	03/05/19
M-01	MECHANICAL DETAILS	1	03/05/19
MD-1	BUILDING 7 & 75 DEMOLITON PLAN		01/23/19
MD-2	BUILDING 1 - ROOF PLAN - AREA A		01/23/19
MD-3	BUILDING 1 - ROOF PLAN - AREA B	1	03/05/19
MD-4	BUILDING 2 - ROOF PLAN AREA A AND B		01/23/19
MD-5	BUILDINGS 3 & 4 - ROOF PLANS		01/23/19
M-1	BUILDING 1 - MECHANICAL PLAN - AREA A		01/23/19
M-2	BUILDING 1 - MECHANICAL PLAN - AREA B		01/23/19
M-3	BUILDING 2 - AREA A AND B ROOF PLAN		01/23/19
M-4	BUILDINGS 7 & 75 MECHANICAL PLANS	1	03/05/19
M-5	BUILDING 1 - ROOF PLAN - AREA A	1	03/05/19

M-6	BUILDING 1 – ROOF PLAN – AREA B	1	03/05/19
M-7	BUILDING 2 – ROOF PLAN – AREA A AND B		01/23/19
M-8	BUILDINGS 3 & 4 – ROOF PLANS	1	03/05/19
M-9	MECHANICAL CONTROL DIAGRAMS		01/23/19
M-10	MECHANICAL RESTROOM WORK PLAN		01/23/19
P-0	PLUMBING LEGEND AND NOTES	1	03/05/19
PD-1	BUILDING 1 ROOF DEMOLITION PLAN – AREA A	1	03/05/19
PD-2	BUILDING 1 ROOF DEMOLITION PLAN – AREA B	1	03/05/19
PD-3	BUILDING 2 – ROOF DEMOLITION PLAN – AREA A AND B		01/23/19
P-1	BUILDING 1 FIRST FLOOR PLAN – AREA A	1	03/05/19
P-2	BUILDING 1 FIRST FLOOR PLAN – AREA B		01/23/19
P-3	BUILDING 1 ROOF PLAN – AREA A	1	03/05/19
P-4	BUILDING 1 ROOD PLAN – AREA B	1	03/05/19
P-5	BUILDING 2 – ROOF PLAN – AREA A AND B	1	03/05/19
P-6	PLUMBING WORK PLAN		01/23/19
P-7	BUILDINGS 75 PLUMBING PLANS	1	03/05/19
P-8	BUILDING 1 ROOF DRAIN RISER	1	03/05/19
FP-0	FIRE PROTECTION LEGEND AND NOTES		01/23/19
FP-1	FIRE PROTECTION WORK PLAN		01/23/19
E-0	ELECTRICAL LEGEND AND ABBREVIATIONS	2	04/01/19
ED-1	BUILDING 1 DEMOLITION PLAN – AREA A		01/23/19
ED-2	BUILDING 1 DEMOLITION PLAN – AREA B		01/23/19
ED-3	BUILDING 2 – AREA A AND B DEMOLITION PLAN		01/23/19
ED-4	BUILDINGS 3, 4, 5, 7, 8, & 75 DEMOLITION PLANS		01/23/19
ED-5	BUILDING 1 ROOF DEMOLITION PLAN – AREA A		01/23/19
ED-6	BUILDING 1 ROOD DEMOLITION PLAN – AREA B		01/23/19
E-1	BUILDING 1 POWER PLAN – AREA A	2	04/01/19
E-2	BUILDING 1 POWER PLAN – AREA B	2	04/01/19
E-3	BUILDING 2 – AREA A AND B POWER PLAN	2	04/01/19
E-4	BUILDING 3,4,5,7,8 & 75 POWER PLAN	2	04/01/19
E-5	BUILDING 1 ROOF PLAN – AREA A		01/23/19
E-6	BUILDING 1 ROOF PLAN – AREA B		01/23/19
E-7	ELECTRICAL RESTROOM WORK PLAN	1	03/05/19
E-8	ELECTRICAL RISER DIAGRAM		01/23/19
E-9	PANEL SCHEDULES	1	03/05/19
E-10	FIRE ALARM RISER DIAGRAM	2	04/01/19
M0.00	EXISTING DRAWINGS		08/15/08
M2.00	EXISTING DRAWINGS		08/15/08
V-1	EXISTING DRAWINGS		01/12/90
AC-1	EXISTING DRAWINGS		01/12/90
AC-2	EXISTING DRAWINGS		01/12/90
AC-3	EXISTING DRAWINGS		01/12/90
AC-4	EXISTING DRAWINGS		01/12/90
M-001	EXISTING DRAWINGS		02/02/09

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 4 - Masonry
- Division 5 - Metals
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors and Windows
- Division 9 - Finishes
- Division 10 - Special Construction
- Division 11 - Equipment
- Division 12 - Furnishing
- 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 \$2,645,532.00

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:

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

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, 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: 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:	Hedrick Brothers Construction Co, LLC.	2200 Centrepark West Drive West Palm Beach, FL 33409
Surety's Agent:	Travelers Casualty and Surety Company of America	One Tower Square Hartford, CT 06183

Project Consultant: CES Engineering Services, 2937 W. Cypress Creek Rd.
LLC. Suite 102
Fort Lauderdale FL 33309

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

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

- 9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.
- 9.02 **e-Builder.** The Contractor shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes. Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.
- 9.02.01 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.
- 9.02.02 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.
- 9.02.03 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.
- 9.02.04 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting

minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.

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

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

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

In witness thereof, the said Contractor, Hedrick Brothers Construction Co., 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.

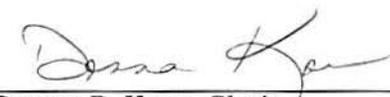
(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of
Schools

OWNER

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

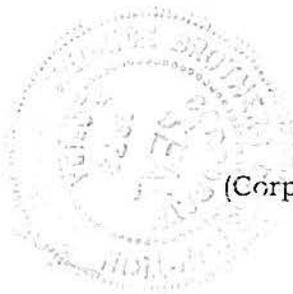


Donna P. Korn, Chair

Approved as to form and legal content



Office of the General Counsel



(Corporate Seal)

CONTRACTOR

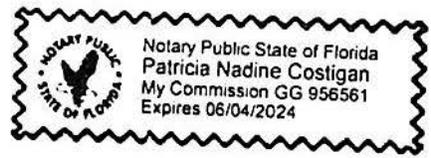
**HEDRICK BROTHERS
CONSTRUCTION CO., LLC.**

By *Erik Himmel*
Erik Himmel, President

Cheryl Dr., Secretary
Witness

Kenneth B...
Witness

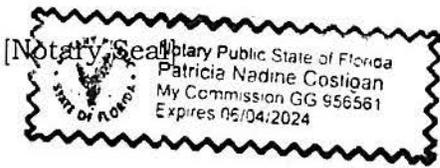
Patricia Nadine Costigan



CONTRACTOR NOTARIZATION

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th Day of Sept 2020 (date) by Erik Himmel, President (name of officer or agent, title of officer or agent) of Hedrick Brothers Construction (name of corporation acknowledging) , a Florida Owned Company (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.



Patricia Nadine Costigan
Notary Public

Patricia Nadine Costigan
Name typed, printed or stamped

My Commission Expires: June 4, 2024

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: Travelers Casualty and Surety Company of America

Melissa Beckworth
Melissa Beckworth, Account Manager
Anita Waters
Anita Waters, Account Manager

By: [Signature]
Its: James C. Congelio, Attorney-In-Fact



Date: September 30, 2020

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th Day of September, 2020 (date) by James C. Congelio (name of officer or agent, title of officer or agent) of Travelers Casualty and Surety Company of America (name of corporation acknowledging) , a Connecticut (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

Melissa Beckworth
Notary Public

[Notary Seal]



Melissa Beckworth
Name typed, printed or stamped

My Commission Expires: January 13, 2023

END OF DOCUMENT

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-3./ Construction Bid Recommendation of \$500,000 or Greater
ITB FY21-024
Park Ridge Elementary School, Deerfield Beach
Hedrick Brothers Construction Co., Inc.
SMART Program Renovations
Project No. P.001844

School Board Meeting: 10/20/2020

The financial impact of this item is \$2,645,532

- () This project has not been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). 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 1, 2020). There is no impact to the project budget.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). 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 1, 2020). 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 1, 2020). There is an additional impact to the project budget. These funds in the amount of \$1,318,309 will come from the Capital Projects Reserve. This increases the project from \$2,184,000 to \$3,502,309.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

Omar Shim

10/5/2020

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.