



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

JJ-4.

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  
 Yes  No

Time

Open Agenda  
 Yes  No

**TITLE:**

Construction Bid Recommendation of \$500,000 or Greater – ITB FY21-019-REBID – Bair Middle School – Sunrise – Danto Builders, LLC – SMART Program Renovations – Project No. P.002044

**REQUESTED ACTION:**

Approve the recommendation to award the Construction Agreement to Danto Builders, LLC for the lump sum amount of \$741,335. No additional funding is required for this project.

**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 \$741,335. This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is a positive impact to the project budget. Funds in the amount of \$251,530 will be returned to the SMART Program Reserve. This reduces the project from \$1,517,000 to \$1,265,470.

**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**  
**FY21-019-REBID**  
**Bair Middle School, Sunrise**  
**Danto Builders, LLC**  
**SMART Program Renovations**  
**Project No. P.002044**

**PROJECT OVERVIEW:**

<b>Delivery Method:</b>	<b>Design/Bid/Build</b>
<b>Architect:</b>	<b>Song &amp; Associates, Inc.</b>
<b>Contractor:</b>	<b>Danto Builders, LLC</b>
<b>Notice to Proceed Date:</b>	<b>Pending Board Approval</b>
<b>Original Funding Allocation:</b>	<b>See below</b>

**GENERAL OVERVIEW:**

On May 28, 2020, five (5) bids were received for this project. As the lowest, responsive and responsible bidder, ECO Building Solutions, Inc., met the specifications, terms and conditions of the bid in the amount of \$871,367.09. However, due to instructions found in Addendum 2 that conflicted with the required bid specifications, the School Board of Broward County (SBBC) approved to Reject All Bids for this project at the Regular School Board Meeting held on July 21, 2020 (Agenda Item J-1). The project was rebid on September 16, 2020, and the bid received from Danto Builders, LLC, in the amount of \$741,335 was the lowest, responsive, and responsible bidder that met the specifications, terms, and conditions of the bid. The bid amount from Danto Builders, LLC is eighteen percent (18%) lower than the original bid received from ECO Building Solutions, Inc., which equates to a decrease in bid price of one hundred thousand thirty-two dollars and nine cents (\$130,032.09).

This item is requesting authorization to award a Lump Sum Contract for construction of the Bair Middle School SMART Program Renovations to Danto Builders, LLC, in the amount of \$741,335. The scope of work for this project includes, but is not limited to, fire alarm, safety/security upgrade, 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 September 16, 2020 from a total of four (4) bidders. This bid was advertised on July 31, 2020 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
25	19	4	3

Procurement and Warehousing Services has recommended the award of the project to Danto Builders, 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 Bair Middle School requires no additional funding. There is a positive impact to the project budget in the amount of \$251,530 which will be returned to the SMART Program Reserve. 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. The following summarizes the previous and revised funding allocations:

Allocations of Original Project Funds	Previous Amount	Revised Amount	Net Change
Planning Design and Management	\$393,000	\$393,000	\$0
Construction Contract (FLCC)	\$970,000	\$741,335	\$(228,665)
Construction Contingency*	\$97,000	\$74,135	\$(22,865)
Construction Misc.**	\$57,000	\$57,000	\$0
Furnishings	\$0	\$0	\$0
<b>Total</b>	<b>\$1,517,000</b>	<b>\$1,265,470</b>	<b>\$(251,530)</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 62% under the Atkins Estimate. Net Change is 17% under the Previous Amount.  
 Soft costs include: Planning, Design, Management, Contingencies, and Furnishings.

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 Danto Builders, LLC is the most cost-effective means of delivering this project.

Danto Builders, LLC is a certified Minority/Women Business Enterprise (M/WBE) and has committed to M/WBE total Participation of 38.03% for this project. Danto Builders, LLC has committed to 20% M/WBE Self-Participation and has also committed to 18.03% M/WBE Participation for this project through the use of certified M/WBE 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 #: FY21-019-REBID Tentative Board Meeting Date\*: TBD

Hard Bid Title: BAIR MIDDLE SCHOOL # Notified: 1807 # Downloaded: 49  
SMART PROGRAM RENOVATIONS # of Responses Rec'd: 4 # of "No Bids": 0

For: OFFICE OF CAPITAL PROGRAMS ITB Opening Date : September 16, 2020  
(School/Department)

Fund: SMART Advertised Date: July 31, 2020

**POSTING OF ITB RECOMMENDATION/TABULATION:** ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **September 22, 2020 @ 12:30 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 BAIR MIDDLE SCHOOL SMART PROGRAM RENOVATIONS ON JULY 31, 2020, THE BID OPENING WAS ON SEPTEMBER 16, 2020. THE PARTICIPATION SUMMARY IS LISTED BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
25	19	4	3

**PROPOSALS RECEIVED:**

BIDDER	M/WBE CERTIFICATION
LEGO CONSTRUCTION CO.	SMBE- HA
COSUGAS, LLC	SMBE-HA
HEDRICK BROTHERS CONSTRUCTION CO. INC.	NONE
DANTO BUILDERS, LLC	S/WBE-FW

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 AS LISTED BELOW:

**DANTO BUILDERS, LLC**

THIS AWARD SHALL BE CONTINGENT UPON BOARD APPROVAL OF A WRITTEN AGREEMENT.

By: *Paulette Hemmings Turner* Date: 09/22/2020  
(Purchasing Agent)

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

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



PAGE 2

BID FY21-019-REBID BAIR MIDDLE SCHOOL SMART PROGRAM RENOVATIONS

REJECTION OF BIDS:

IN ACCORDANCE WITH RULE II SECTION D.1 OF SCHOOL BOARD POLICY 3320, "THE SCHOOL BOARD SHALL HAVE THE AUTHORITY TO REJECT ANY OR ALL PROPOSALS SUBMITTED IN RESPONSE TO ANY COMPETITIVE SOLICITATION AND REQUEST NEW PROPOSALS OR PURCHASE THE REQUIRED COMMODITIES OR CONTRACTUAL SERVICES IN ANY OTHER MANNER AUTHORIZED BY 6A-1.012(F.A.C.)".

IT IS RECOMMENDED TO REJECT THE BID RECEIVED FROM HEDRICK BROTHERS CONSTRUCTION CO. INC. AS BEING NON-RESPONSIVE FOR FAILURE TO MEET THE SEGMENTED GOAL OF 16% IN EITHER ETHNICITY/GENDER CATEGORY: AFRICAN-AMERICAN BUSINESSES (AA) AND NON-MINORITY WOMAN-OWNED BUSINESSES (WBE) AS REQUIRED BY ADDENDUM FOUR (4) WHICH MODIFIES DOCUMENT 00101 ADVERTISEMENT TO BID

BID WAIVERS:

STAFF RECOMMENDS WAIVING, AS A TECHNICALITY, DANTO BUILDERS LLC FAILURE TO SUBMIT THE FIRST PAGE OF ADDENDUM 05 BECAUSE SUCH ADDENDUM CONSISTED ONLY OF MEETING MINUTES, DID NOT CHANGE ANY MATERIAL ASPECT OF THE BID DOCUMENTS, AND BECAUSE DANTO BUILDERS LLC ACKNOWLEDGED RECEIPT OF ADDENDUM 05 ON DOCUMENT 410 – BID FORM FOR PROVISION OF LABOR AND MATERIALS.

By:

*Paulette Hemmings Turner*

Date: 09/22/2020

(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.

**Bair Middle 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	152,506*	309,494*			462,000	Fire Alarm
Safety & Security	Yr4	25,418*	51,582*			77,000	Safety / Security Upgrade
Renovation	Yr4	125,438*	254,562*			380,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr4	34,000*	69,000*			103,000	HVAC Improvements
Renovation	Yr4	163,400*	331,600*			495,000	Media Center improvements
SMART Program Sub-Total		500,762	1,016,238	0	0	1,517,000	

**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	100,000				100,000	Music Equipment Replacement
SMART	Yr3	26,000				26,000	CAT 6 Data port Upgrade
SMART	Yr4	100,000				100,000	School Choice Enhancement
SMART	Yr3	121,000				121,000	Wireless Network Upgrade
SMART	Yr3	134,000				134,000	Additional computers to close computer gap
Completed Sub-Total		481,000	0	0	0	481,000	

School Total		981,762	1,016,238	0	0	1,998,000	
--------------	--	---------	-----------	---	---	-----------	--

\*Project Scope Included:

Year 4 total scope \$500,762

Year 6 total scope \$1,016,238

Total value of scope \$1,517,000



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 20th day of October, 2020 by and between

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

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

Danto Builders, 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.:	FY21-019-REBID
Project No.:	P.002044
Location No.:	2611
Project Title:	SMART Program Renovations
Facility Name:	Bair Middle School

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

1. Fire Alarm
2. Building Envelope Improvement (roofing, windows, exterior walls, etc.)
3. Media Center Improvements
4. Heating, Ventilation and Air Conditioning (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:

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision</b>	<b>Rev. Date</b>
--	COVER SHEET		
G1.0	INDEX, ABBREVIATIONS, GENERAL NOTES	5	8/14/19
A1.0	& VICINITY MAP		
	OVERALL SITE PLAN	1	1/28/19
A1.1	OVERALL COMPOSITE PLAN		
D2.0	ENLARGED DEMOLITION PLAN		
A2.0	ENLARGED FLOOR PLAN - BUILDING 1 -	1	1/28/19
A2.1	MEDIA CENTER		
	ENLARGED FLOOR PLAN		
A2.2	ENLARGED FLOOR PLANS & DETAILS -		
	BUILDING 2 - WINDOW REPLACEMENT		
A2.3	DEMOLITION MEDIA CENTER ELEVATIONS		
A2.4	PROPOSED MEDIA CENTER ELEVATIONS		
A3.1	PARTIAL REFLECTED CEILING PLAN - AREA A		
	(REFERENCE)		
A3.2			
	PARTIAL REFLECTED CEILING PLAN - AREA B		
A3.3	(REFERENCE)		
A3.4	PARTIAL REFLECTED CEILING PLAN - AREA C		
	(REFERENCE)		
A3.5			

A3.6	PARTIAL REFLECTED CEILING PLAN – AREA D (REFERENCE)		
A3.7	PARTIAL REFLECTED CEILING PLAN – AREA E (REFERENCE)		
A3.8	PARTIAL REFLECTED CEILING PLAN – AREA F (REFERENCE)		
A3.9	PARTIAL REFLECTED CEILING PLAN – AREA G (REFERENCE)		
A3.10	PARTIAL REFLECTED CEILING PLAN – AREA H (REFERENCE)		
A3.11	PARTIAL REFLECTED CEILING PLAN – AREA J (REFERENCE)		
A3.12	PARTIAL REFLECTED CEILING PLAN – AREA K (REFERENCE)		
A3.13	PARTIAL REFLECTED CEILING PLAN – AREA L (REFERENCE)		
ID.1	FINISH SCHEDULE & FINISH FLOOR PLANS		
S1	STRUCTURAL NOTES & DESIGN INFORMATION		
FAD2.01A	ELECTRICAL DEMO FLOOR PLAN – BLDG 1 – AREA A	5	8/14/19
FAD2.01B	ELECTRICAL DEMO FLOOR PLAN – BLDG 1 – AREA B	5	8/14/19
FAD2.01C	ELECTRICAL DEMO FLOOR PLAN – BLDG 1 – AREA C	2	4/02/19
FAD2.01D	ELECTRICAL DEMO FLOOR PLAN – BLDG 1 – AREA D	2	4/02/19
FAD2.01E	ELECTRICAL DEMO FLOOR PLAN – BLDG 1 – AREA E	2	4/02/19
FAD2.01F	ELECTRICAL DEMO FLOOR PLAN – BLDG 1 – AREA F	5	8/14/19
FAD2.01G	ELECTRICAL DEMO FLOOR PLAN – BLDG 1 – AREA G	2	4/02/19
FAD2.01H	ELECTRICAL DEMO FLOOR PLAN – BLDG 1 – AREA H	4	6/20/19
FAD2.02	ELECTRICAL DEMO FLOOR PLAN – BLDG 2 & 3	5	8/14/19
FA2.01A	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA A	2	4/02/19
FA2.01B	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA B	2	4/02/19

FA2.01C	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA C	2	4/02/19
FA2.01D	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA D	2	4/02/19
FA2.01E	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA E	5	8/14/19
FA2.01F	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA F	2	4/02/19
FA2.01G	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA G	2	4/02/19
FA2.01H	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA H	5	8/14/19
FA2.02	POWER & SYSTEMS FLOOR PLAN – BLDG 1 – AREA A	2	4/02/19
0.01	MECHANICAL SYMBOLS LEGEND AND GENERAL NOTES		
M0.02	MECHANICAL SYMBOLS LEGEND AND GENERAL NOTES		
M1.01	MECHANICAL SITE PLAN		
M2.01A	MECHANICAL FLOOR PLAN – BLDG 1 – SITE A		
M2.01B	MECHANICAL FLOOR PLAN – BLDG 1 – SITE B		
M2.01C	MECHANICAL FLOOR PLAN – BLDG 1 – SITE C		
M2.01D	MECHANICAL FLOOR PLAN – BLDG 1 – SITE D		
M2.01E	MECHANICAL FLOOR PLAN – BLDG 1 – SITE E		
M2.01F	MECHANICAL FLOOR PLAN – BLDG 1 – SITE F		
M2.01G	MECHANICAL FLOOR PLAN – BLDG 1 – SITE G		
M2.01H	MECHANICAL FLOOR PLAN – BLDG 1 – SITE H		
M2.02	MECHANICAL FLOOR PLAN – BLDG 2		
M6.01	MECHANICAL CONTROLS AND DETAILS		
M6.02	MECHANICAL CONTROLS		
M6.03	MECHANICAL CONTROLS		
M7.01	MECHANICAL SCHEDULES		
E0.01	ELECTRICAL SYMBOLS AND LEGEND	2	4/02/19
ED-4.0	MEDIA CENTER DEMOLITION	3	5/09/19
E4.0	MEDIA CENTER RENOVATION		
E4.1	MEDIA CENTER RENOVATION	3	5/09/19
E6.01	ELECTRICAL ONE-LINE AND SCHEDULES	3	5/09/19
E7.01	ELECTRICAL PANEL SCHEDULES	4	6/20/19
E8.01	FIRE ALARM RISER DIAGRAM AND DETAIL	2	4/02/19
E8.02	SYSTEM DETAILS	5	5/02/19
E8.03	SYSTEM DETAILS	2	4/02/19
E8.04	SYSTEM DETAILS	3	5/09/19
P0.01	PLUMBING SYMBOLS AND LEGEND		
PD2.01B	PLUMBING DEMO FLOOR PLAN – BLDG 1 – AREA B		
PD2.01E	PLUMBING DEMO FLOOR PLAN – BLDG 1 – AREA E	1	1/28/19
P2.01B	PLUMBING FLOOR PLAN – BLDG 1 – AREA B	2	4/02/19



2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 5 - Metals
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors and Windows
- Division 9 - Finishes
- Division 10 - Specialties
- Division 11 - Equipment
- 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: **Seven Hundred and Forty-One Thousand Three Hundred and Thirty-Five Dollars**

Dollars **\$741,335.00**

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:



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, 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

- 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: 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:	Craig Danto, President	Danto Builders, LLC 5601 Powerline Road, Suite 401, Ft. Lauderdale, FL 33309
Surety's Agent:	The Ohio Casualty Insurance Company	9450 Seward Road, Fairfield, Oh 45014
Project Consultant:	SONG & ASSOCIATES, INC.	1545 Centrepark Drive North West Palm Beach FL 33401

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

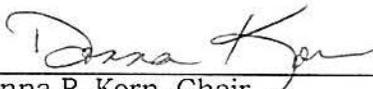
(Corporate Seal)

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**

**DANTO BUILDERS, LLC**

By   
Craig Danto, President

\_\_\_\_\_, Secretary  
Or -

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

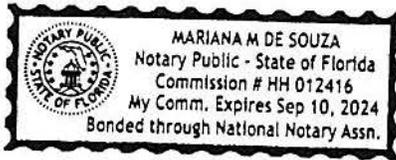
**CONTRACTOR NOTARIZATION**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9 / 28 / 2020 by Craig Danto, President of, **DANTO BUILDERS, 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]

Notary Public



MARIANA M. DE SOUZA  
Name typed, printed or stamped

My Commission Expires: 09/10/24

**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:** The Ohio Casualty Insurance Company  
62 Maple Avenue, Keene, NH 03431

Richard L. Belmont  
Richard M.

**By:** Christine Morton  
Christine Morton  
**Its:** Attorney-in-Fact & FL Licensed Resident Agent

**Date:** 09/28/2020  
Guignard Company/Agency  
1904 Boothe Circle, Longwood, FL 32750  
Inquiries: (407) 834-0022

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 09/28/2020 (date) by Christine Morton (name of officer or agent, title of officer or agent) of The Ohio Casualty Insurance Company (name of corporation acknowledging) , a NH (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.

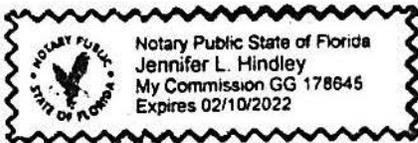
[Notary Seal]

Jennifer L. Hindley  
Notary Public

Jennifer L. Hindley

Name typed, printed or stamped

My Commission Expires: 02/10/2022



**END OF DOCUMENT**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202380-969517

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer L. Hindley; Paul J. Ciambriello; M. G. Francis; Bryce G. Guignard; April L. Lively; Margie L. Morris; Christine Morton; Kelly Phelan; Allyson Foss Wing

all of the city of Longwood state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of September, 2020.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-4./ Construction Bid Recommendation of \$500,000 or Greater
ITB FY21-019-REBID
Bair Middle School, Sunrise
Danto Builders, LLC
SMART Program Renovations
Project No. P.002044

School Board Meeting: 10/20/2020

The financial impact of this item is \$741,335

- ( ) 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 a positive impact to the project budget. Funds in the amount of \$251,530 will be returned to the SMART Program Reserve. This reduces the project from \$1,517,000 to \$1,265,470.

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.