



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-01-14 10:05 - School Board Operational 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-1.

TITLE:

Construction Bid Recommendation of \$500,000 or Greater - ITB 19-154C - Norcrest Elementary School - Pompano Beach - Burke Construction Group, Inc. - SMART Program Renovations - Project No. P.001969

REQUESTED ACTION:

Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of \$2,360,000 and approve additional funding in the amount of \$1,072,500.

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 approving this Construction Bid Recommendation is \$2,360,000. 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 \$1,072,500 will come from the Capital Projects Reserve. This increases the project budget from \$2,110,000 to \$3,182,500.

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, Constr.	Phone: 754-321-1532
Name: Daniel Jardine, Director, CBRE Heery	Phone: 754-321-4850

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

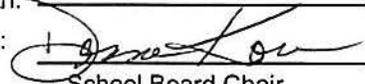
Frank Girardi - Executive Director

Signature

Frank L. Girardi
1/6/2020, 9:21:16 AM

Approved In Open Board Meeting Gr.

JAN 14 2020

By: 
School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB 19-154C
Norcrest Elementary School, Pompano Beach
Burke Construction Group, Inc.
SMART Program Renovations
Project No. P.001969

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	The Tamara Peacock Company of Architects of Florida, Inc.
Contractor:	Burke Construction, 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 Norcrest Elementary School SMART Program Renovations to Burke Construction Group, Inc., in the amount of \$2,360,000. 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 November 26, 2019 from a total of six (6) bidders. This bid was advertised on October 24, 2019 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
10	5	6	4

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

The Construction Bid Recommendation for Norcrest Elementary School exceeds the available funds and requires additional funding in the amount of \$1,072,500 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	\$453,675	\$453,675	\$0
Construction Contract	\$1,385,000	\$2,360,000	\$975,000
Construction Contingency (10%)*	\$138,500	\$236,000	\$97,500
Construction Misc.**	\$122,625	\$122,625	\$0
Furnishings	\$10,200	\$10,200	\$0
Total	\$2,110,000	\$3,182,500	\$1,072,500

*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 13% under the Atkins estimate. Net Change is 51% over the Previous Amount.

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with the building envelope improvements that will require approximately \$1M 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 Burke Construction Group, Inc. is the most cost-effective means of delivering this project.

Burke Construction Group, Inc. is not a certified Minority/Woman Business Enterprise (M/WBE) with SBBC, however Burke Construction Group, Inc. has committed to Minority/Women Business Enterprise (M/WBE) Participation of 32.49% for this project through the use of the two certified M/WBE subcontractors. Burke Construction Group, Inc. has committed 27.50% participation with Integ Miami LLC, an SBBC Certified MBE-HA, and 4.99% participation with Trintec Construction Inc. d/b/a Icon Roofing, an SBBC Certified WBE.

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](#).



RECOMMENDATION TABULATION

ITB #: 19-154C Tentative Board Meeting Date*: TBD

Hard Bid Title: NORCREST ELEMENTARY SCHOOL # Notified: 1757 # Downloaded: 45
SMART PROGRAM RENOVATIONS # of Responses Rec'd: 6 # of "No Bids": 0

For: OFFICE OF FACILITIES AND CONSTRUCTION Bid Opening Date: NOVEMBER 26, 2019
(School/Department)

Fund: SMART Advertised Date: October 24, 2019

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on December 2, 2019 @ 06:20 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 19-154C NORCREST ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON OCTOBER 24, 2019 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
10	5	6	4

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION
LUNACON CONSTRUCTION GROUP, CORP.	M/WBE-HA
WEST CONSTRUCTION, INC.	NONE
LEGO CONSTRUCTION CO.	S/MBE-H-A
OAC ACTION CONSTRUCTION, CORP	MBE-HA
BURKE CONSTRUCTION GROUP, INC.	NONE
ANATOM CONSTRUCTION COMPANY	MBE-HA

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

BURKE CONSTRUCTION GROUP, INC.

By: Luis E. Perez Date: December 2, 2019
(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.

Norcrest 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	Yr3	129,532*	366,468*			496,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr3	344,723*	975,277*			1,320,000	HVAC Improvements
Renovation	Yr3	76,779*	217,221*			294,000	Media Center improvements
SMART Program Sub-Total		551,034	1,558,966	0	0	2,110,000	
Completed							
Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr1	50,000				50,000	Music Equipment Replacement
SMART	Yr1	91,000				91,000	Wireless Network Upgrade
SMART	Yr1	13,000				13,000	CAT 6 Data port Upgrade
SMART	Yr1	100,000				100,000	School Choice Enhancement
SMART	Yr1	217,000				217,000	Additional computers to close computer gap
SMART	Yr1	114,000				114,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
Completed Sub-Total		585,000	0	0	0	585,000	
School Total		1,136,034	1,558,966	0	0	2,695,000	

*Project Scope Included:

Year 3 total scope \$551,034

Year 6 total scope \$1,558,966

Total value of scope \$2,110,000

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 14th day of January 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

BURKE CONSTRUCTION GROUP, 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.:	19-154C
Project No.:	P.001969
Location No.:	0561
Project Title:	SMART Program Renovations
Facility Name:	Norcrest Elementary School

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

1. Site Work: Aluminum Covered Walkway Maintenance
2. Mechanical
 - a) Building 6 Mechanical System Replacement
 - b) Building 9 Mechanical System Replacement
 - c) Building 10 Pump Replacement
 - d) Building 10 Piping Replacement
 - e) Building 11 Mechanical Improvements
 - f) Building 6,9,10,11,16,17 Controls Replacement
 - g) Building 16 PTAC Unit Replacement
 - h) Building 17 Piping Replacement
 - i) Building 17 Pump Replacement
3. Roofing
 - a) Reroofing Building 7,9,10,11
4. Media Center Improvements

Constructed pursuant to drawings, specifications, and other design documents prepared by The Tamarac Peacock Company Architects of Florida, 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 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.	Revision Date
G0.01	COVER PAGE	0	09/12/18
G0.02	SHEET INDEX AND GENERAL NOTES	1	12/18/18
G0.03	ABBREVIATION, SYMBOLS, LEGENDS	0	07/20/18

ARCHITECTURAL

A0.01	ARCHITECTURAL SITE PLAN	0	09/12/18
A0.02	DEMO SITE PLAN	0	09/12/18
A0.03	PHASE PLAN	3	06/10/18
A0.04	ARCHITECTURAL SITE DETAILS	0	09/12/18
A1.00	EXISTING OVERALL 1 ST FLOOR PLAN	0	09/12/18
A1.01	EXISTING OVERALL 1 ST FLOOR PLAN	0	09/12/18
A1.02	EXISTING OVERALL 2 ND FLOOR PLAN	0	09/12/18
A1.03	BUILDING 6 – EXISTING/DEMO FLOOR PLAN	0	09/12/18
A1.04	BUILDING 6 – NEW WORK FLOOR PLAN	2	03/25/19
A1.05	BUILDING 6 – REFLECTED CEILING PLAN	2	03/25/19
A1.06	BUILDING 6 – INTERIOR ELEVATIONS	2	03/25/19
A1.07	BUILDING 9 – FLOOR PLAN NEW	0	09/12/18

A1.08	BUILDING 9 – REFLECTED CEILING PLAN	1	12/18/18
A1.09	BUILDING 10, 16, 17 – FLOOR PLAN	0	09/12/18
A1.10	BUILDING 11 – FLOOR PLAN	2	03/25/19
A1.11	BUILDING 11 – REFLECTED CEILING PLAN	1	12/18/18
A1.12	BUILDING 14 – FLOOR PLAN DEMO/ EXISTING & NEW	2	03/25/19
A1.13	BUILDING 15 –1 ST FLOOR PLAN	0	09/12/18
A1.13A	BUILDING 7 NW –1 ST FLOOR PLAN	0	09/12/18
A1.13B	BUILDING 7 SE –1 ST FLOOR PLAN	0	09/12/18
A1.14	BUILDING 7 NW –2 ND FLOOR PLAN	0	09/12/18
A1.15	BUILDING 7 SE –1 ST FLOOR PLAN	0	09/12/18
A2.14	BUILDING 10 & 16 – REFLECTED CEILING PLAN	0	09/12/18
A2.15	BUILDING 7 NW – 1 ST FLOOR REFLECTED CEILING PLAN	0	09/12/18
A2.16	BUILDING 7 SE – 1 ST FLOOR REFLECTED CEILING PLAN	0	09/12/18
A2.17	BUILDING 7 NW – 2 ND FLOOR REFLECTED CEILING PLAN	0	09/12/18
A2.18	BUILDING 7 SE – 2 ND FLOOR REFLECTED CEILING PLAN	0	09/12/18
A3.00	ROOFING NOTES/LEGENDS	2	03/25/19
A3.01	BUILDING 7 NW – EXISTING ROOF PLAN	2	03/25/19
A3.02	BUILDING 7 NW – DEMO ROOF PLAN	2	03/25/19
A3.03	BUILDING 7 NW – NEW ROOF PLAN	2	03/25/19
A3.04	BUILDING 7 SE – EXISTING ROOF PLAN	2	03/25/19
A3.05	BUILDING 7 SE – DEMO ROOF PLAN	2	03/25/19
A3.06	BUILDING 7 SE – NEW ROOF PLAN	2	03/25/19
A3.07	BUILDING 9&10 – EXISTING ROOF PLAN	2	03/25/19
A3.08	BUILDING 9&10 – DEMO ROOF PLAN	2	03/25/19
A3.09	BUILDING 9&10 – NEW ROOF PLAN	2	03/25/19
A3.10	BUILDING 11 – EXISTING ROOF PLAN	2	03/25/19
A3.11	BUILDING 11 – DEMO ROOF PLAN	2	03/25/19
A3.12	BUILDING 11 – NEW ROOF PLAN	2	03/25/19
A3.13	BUILDING 7 NW – ROOF ZONE AND WIND CALC	1	12/18/18
A3.14	BUILDING 7 SE – ROOF ZONE AND WIND CALC	1	12/18/18
A3.15	BUILDING 9&10 – ROOF ZONE AND WIND CALC	1	12/18/18
A3.16	BUILDING 11 – ROOF ZONE AND WIND CALC	1	12/18/18
A3.20	ROOF DETAILS	2	03/25/19
A3.21	ROOF DETAILS	2	03/25/19
A3.22	ROOF DETAILS	1	12/18/18
LS1.00	OVERALL LIFE SAFETY PLAN	0	09/12/18
LS1.01	BUILDING 6 – LIFE SAFETY PLAN	1	12/18/18
LS1.02	BUILDING 7 NW – 1 ST FLOOR LIFE SAFETY PLAN	1	12/18/18
LS1.03	BUILDING 7 SE – 1 ST FLOOR LIFE SAFETY PLAN	1	12/18/18
LS1.04	BUILDING 7 NW – 2 ND FLOOR LIFE SAFETY PLAN	1	12/18/18
LS1.05	BUILDING 7 SE – 2 ND FLOOR LIFE SAFETY PLAN	1	12/18/18
LS1.06	BUILDING 9&16 –LIFE SAFETY PLAN	1	12/18/18
LS1.07	BUILDING 11 – LIFE SAFETY PLAN	2	03/25/19
S0.01	BUILDING 7 NW &SE	0	09/19/18
S0.02	BUILDING 9, 10, 11	0	09/19/18

MECHANICAL

M0.01	NOTES, LEGENDS, & SYMBOLS	2	04/02/19
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M0.02	MECHANICAL SCOPE OF WORK	1	02/05/19
MD1.01	MECHANICAL FLOOR PLAN – BUILDING 6 DEMO	2	04/02/19
M1.01	MECHANICAL FLOOR PLAN – BUILDING 6 NEW WORK	2	04/02/19
MD1.02	MECHANICAL FLOOR PLAN – BUILDING 9 DEMO	2	04/02/19
M1.02	MECHANICAL FLOOR PLAN – BUILDING 9 NEW WORK	2	04/02/19
MD1.03	MECHANICAL FLOOR PLAN – BUILDING 11 DEMO	2	04/02/19
M1.03	MECHANICAL FLOOR PLAN – BUILDING 11 NEW WORK	2	04/02/19
MD1.04	MECHANICAL ROOF PLAN – BUILDING 11 DEMO	2	04/02/19
M1.04	MECHANICAL ROOF PLAN – BUILDING 11 NEW WORK	2	04/02/19
MD1.05	MECHANICAL FLOOR PLAN – BUILDING 10&17 DEMO	2	04/02/19
M1.05	MECHANICAL FLOOR PLAN – BUILDING 10&17 NEW WORK	2	04/02/19
MD1.06	MECHANICAL FLOOR PLAN – BUILDING 16 DEMO	2	04/02/19
M1.06	MECHANICAL FLOOR PLAN – BUILDING 16 NEW WORK	2	04/02/19
M2.01	OVERALL SITE CHILLED WATER PIPING PLAN	2	04/02/19
M4.01	MECHANICAL EQUIPMENT SCHEDULE	2	04/02/19
M4.02	MECHANICAL EQUIPMENT SCHEDULE	3	05/28/18
M5.02	MECHANICAL DETAILS	2	04/02/19
M6.01	MECHANICAL CONTROLS	2	04/02/19

ELECTRICAL

E0.01	NOTES, LEGENDS, & SYMBOLS	2	04/02/19
ED1.01	ELECTRICAL FLOOR PLAN – BUILDING 6 DEMO	1	02/05/19
E1.01	ELECTRICAL FLOOR PLAN – BUILDING 6 NEW WORK	2	04/02/19
ED1.02	ELECTRICAL FLOOR PLAN – BUILDING 9 DEMO	1	02/05/19
E1.02	ELECTRICAL FLOOR PLAN – BUILDING 9 NEW WORK	2	04/02/19
ED1.03	ELECTRICAL FLOOR PLAN – BUILDING 11 DEMO	2	04/02/19
E1.03	ELECTRICAL FLOOR PLAN – BUILDING 11 NEW WORK	2	04/02/19
ED1.04	ELECTRICAL ROOF PLAN – BUILDING 11 DEMO	1	02/05/19
E1.04	ELECTRICAL ROOF PLAN – BUILDING 11 NEW WORK	1	02/05/19
ED1.05	ELECTRICAL FLOOR PLAN – BUILDING 10&17 DEMO	1	02/05/19
E1.05	ELECTRICAL FLOOR PLAN – BUILDING 10&17 NEW WORK	2	04/02/19
ED1.06	ELECTRICAL FLOOR PLAN – BUILDING 14 &16 DEMO	2	04/02/19
E1.06	ELECTRICAL FLOOR PLAN – BUILDING 14 &16 NEW WORK	2	04/02/19
E4.01	ELECTRICAL RISER, SCHEDULE, AND DETAILS	2	04/02/19

PLUMBING

P0.01	PLUMBING NOTES, LEGENDS, & SYMBOLS	0	02/19/18
P1.01	PLUMBING DEMOLITION & RENOVATION	0	02/19/18

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 & Plastic

- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors and Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 15 – Mechanical
- Division 16 – Electrical
- Division 17 – Network

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:

Two Million Three Hundred Sixty Thousand Dollars \$ 2,360,000.00

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:

310 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:

Phase	Commencement Date:	Required Substantial Completion Date
N/A		

4.04 Liquidated Damages for Substantial Completion:

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial

Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

- 4.04.02 In the event more than one Milestone is involved, then the liquidated damages due for each Milestone shall be as follows:

Each Milestone	Five Hundred Dollars \$500.00 per day
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- 4.04.03 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 Final Completion:

- 5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in

writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

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

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, 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:

Five Hundred Dollars \$ 500

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:

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: Jorge Hernandez
	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:	Burke Construction Group, Inc.	10145 NW 19th street Doral FL 33172
Surety's Agent:	Philadelphia Indemnity Insurance Company	One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950
Project Consultant:	The Tamara Peacock Company Architects of Florida, Inc.	6500 N Andrews Avenue Fort Lauderdale, Florida 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

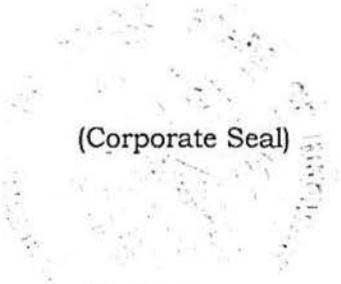
authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information 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 the 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 the 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, Burke Construction Group, Inc., and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.



(Corporate Seal)

OWNER

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA



Donna P. Korn, Chair

ATTEST:



Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content



Office of the General Counsel

CONTRACTOR



(Corporate Seal)

**BURKE CONSTRUCTION GROUP,
INC.**

By [Signature]
Anthony Burke, President

[Signature]
David Martinez, Secretary
Or -
[Signature]
Witness
[Signature]
Witness

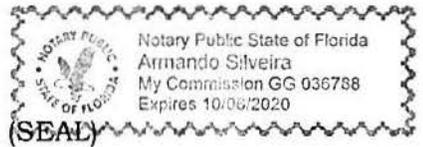
CONTRACTOR NOTARIZATION

STATE OF Florida
COUNTY OF Miami - Dade

The foregoing instrument was acknowledged before me this 10th day of December, 2016 by Anthony Burke of Burke Construction, and, David Martinez of Burke Construction, on behalf of the Contractor.

President, and, Secretary are personally known to me or produced [Signature] as identification and did/did not first take an oath.

My commission expires:

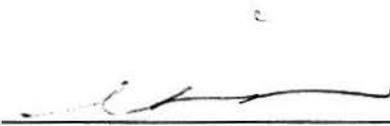


[Signature]
Signature - Notary Public
Armando Silveira
Printed Name of Notary
10-06-2020
Notary's Commission No.

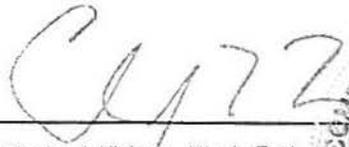
SURETY ACKNOWLEDGMENT

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: Philadelphia Indemnity Insurance Company



Olga Iglesias

By: 
Its: Charles J. Nielson, Atty.-In-Fact
Date: December 12, 2019


STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of December,
2019 by Charles J. Nielson of
Nielson, Hoover & Company, on behalf of the Surety.

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

My commission expires:

(SEAL)



Signature - Notary Public

Olga Iglesias

Printed Name of Notary

OLGA L IGLESIAS
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG204944
MY COMMISSION EXPIRES MAY. 21, 2022

Notary's Commission No.

END OF DOCUMENT

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Charles J. Nielson, David R. Hoover, Charles D. Nielson and Jarrett Merlucci of Nielson, Hoover & Company, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

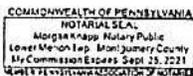
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



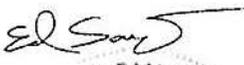
(Notary Seal)

Notary Public: Margan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of December, 2019.




Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-1./Construction Bid Recommendation of \$500,000 or Greater
 ITB 19-154C
 Norcrest Elementary School, Pompano Beach
 Burke Construction Group, Inc.
 SMART Program Renovations
 Project No. P.001969

School Board Meeting: 1/14/2020

The financial impact of this item is \$2,360,000

- () 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 based on the additional scope approved in this item.
- () 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.

~~()~~ 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 \$1,072,500 will come from the Capital Projects Reserve. This increases the project budget from \$2,110,000 to \$3,182,500.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director


 Signature

12/13/2019
 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.