



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
11.

MEETING DATE: 2020-04-14 10:00 - Special Meeting

AGENDA ITEM: SUPERINTENDENT'S RECOMMENDATION

CATEGORY: JJ. OFFICE OF FACILITIES & CONSTRUCTION

DEPARTMENT: Facilities Construction

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

TITLE:
 Construction Bid Recommendation \$500,000 or Greater - ITB FY20-209 - Gator Run Elementary School - Weston - Burke Construction Group, Inc. - Covered Walkways at Portables - Project No. P.001210

REQUESTED ACTION:
 Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of \$1,210,530.

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 \$1,210,530. This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is a positive financial impact to the project in the amount of \$230,400 which will be placed in the Capital Projects Reserve.

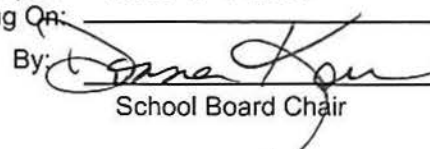
EXHIBITS: (List)
 (1) Executive Summary (2) Recommendation Tabulation (3) ADEFP (4) Agreement (5) Collaboration Form

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

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title
 Frank Girardi - Executive Director

Signature
 Frank L. Girardi
 4/9/2020, 9:36:26 AM

Approved In Open Board Meeting On: **APR 14 2020**
 By: 
 School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB FY20-209
Gator Run Elementary School, Weston
Burke Construction Group, Inc.
Covered Walkways at Portables
Project No. P.001210

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	Jorge A. Gutierrez Architects, LLC
Contractor:	Burke Construction Group, 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 Gator Run Elementary School SMART Program Renovations to Burke Construction Group, Inc., in the amount of \$1,210,530. The scope of work for this project includes, but is not limited to, covered walkways at portables.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on February 18, 2020 from a total of three (3) bidders. This bid was advertised on January 16, 2020 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
9	4	3	2

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

The original overall project budget for the SMART Program Renovations at Gator Run Elementary School is \$1,938,000. The proposal from Burke Construction Group, Inc., in the amount of \$1,210,530, is within the available funds and requires no additional funding to proceed with the SMART Program Renovations. In addition, the existing project funds are also sufficient to establish a 10% construction contingency in the amount of \$121,070. There is a positive financial impact to the project in the amount of \$230,400 which will be placed in the Capital Projects Reserve.

The proposal from Burke Construction Group, Inc. can be awarded without requiring additional funding. The following summarizes the previous and revised funding allocations:

Allocations of Project Funds	Revised Amount
Planning Design and Management	\$296,000
Construction Contract	\$1,210,530
Construction Contingency (10%)*	\$121,070
Construction Misc.**	\$80,000
Furnishings	\$0
Total	\$1,707,600

*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

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/Women Business Enterprise (M/WBE). However, Burke Construction Group, Inc. has committed to M/WBE Participation of 13.23% for this project through the use of a certified M/WBE subcontractor.

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

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



ITB #: FY20-209 Tentative Board Meeting Date*: T.B.D.

Hard Bid Title: GATOR RUN ELEMENTARY SCHOOL # Notified: 1657 # Downloaded: 23
COVERED WALKWAYS AT PORTABLES - SMART
PROGRAM RENOVATIONS # of Responses Rec'd: 3 # of "No Bids": 0

For: OFFICE OF FACILITIES AND CONSTRUCTION ITB Opening Date: February 18, 2020
(School/Department)

Fund: SMART Advertised Date: January 16, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on February 21, 2020, @ 12:00 PM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of the 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 FY20-209 GATOR RUN ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS COVERED WALKWAYS AT PORTABLES ON JANUARY 16, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
9	4	3	2

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION
GRACE & NAEEM UDDIN, INC.	S/M/WBE-HA
BURKE CONSTRUCTION GROUP, INC.	NONE
LEGO CONSTRUCTION CO.	S/MBE- HA

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

BURKE CONSTRUCTION GROUP, INC.

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

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

By: *Luis Perez* Date: 02/21/2020
(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.

Gator Run 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
Renovation	Yr5	1,938,000*				1,938,000	Covered Walkway
DEFP Program Sub-Total		1,938,000	0	0	0	1,938,000	

SMART Program

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Music & Art	Yr3	65,000				65,000	Art Room Renovation and Equipment
Music & Art	Yr3	339,000				339,000	Conversion of Existing Space to Music and/or Art Lab(s)
Music & Art	Yr3	136,000				136,000	Music Room Renovation
Renovation	Yr3	1,428,000				1,428,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr3	603,000				603,000	HVAC Improvements
Renovation	Yr5	1,535,323				1,535,323	Additional funding for approved scope
SMART Program Sub-Total		4,106,323	0	0	0	4,106,323	

Completed

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr3	50,000				50,000	Music Equipment Replacement
SMART	Yr3	100,000				100,000	School Choice Enhancement
SMART	Yr2	119,000				119,000	Wireless Network Upgrade
SMART	Yr2	8,000				8,000	CAT 6 Data port Upgrade
SMART	Yr2	284,000				284,000	Additional computers to close computer gap
SMART	Yr2	176,000				176,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
Completed Sub-Total		737,000	0	0	0	737,000	
School Total		6,781,323	0	0	0	6,781,323	

*Project Scope Included:
 Year 5 total scope \$1,938,000
 Total value of scope \$1,938,000

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 April 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.:	FY20-209
Project No.:	P.001210
Location No.:	3642
Project Title:	SMART Program Renovations – Covered Walkways at Portables
Facility Name:	Gator Run Elementary School

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

- Provide new, prefabricated aluminum covered walkways to connect all existing portables and permanent building on the school site.
- Provide new bollards at pick-up/drop-off drive.
- New concrete sidewalk at the northern end of the project site.

Constructed pursuant to drawings, specifications and other design documents prepared by JORGE A GUTIERREZ ARCHITECT LLC. (Hereinafter referred to as **Project Consultant**).

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

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

ARTICLE 1. ENTIRE AGREEMENT

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

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

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

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

2.02 The Drawings:

Drawing Number	Drawing Title	Revision No.	Revision Date
G-001	COVER		
AS-101	SITE PLAN	1	03-25-2019
AS-102	ENLARGED SITE PLAN - EAST	1	02-11-2020
AS-103	ENLARGED SITE PLAN - WEST		
AS-104	OVERALL CEILING PLAN		
AS-105	PHASING/ STAGING/ SWING SPACE SITE PLAN	2	02-05-2020
AS-301	COVERED WALKWAY SECTIONS		
AS-501	GENERAL DETAILS	1	02-11-2020
E-100	ELECTRICAL INDEX, SYMBOL LEGEND, AND NOTES		
ES-101	ENLARGED LIGHTING PLAN EAST	1	03-22-2019
ES-102	ENLARGED LIGHTING PLAN WEST		
ES-103	ENLARGED NORMAL LIGHTING PHOTOMETRIC PLAN EAST	1	03-22-2019
ES-104	ENLARGED NORMAL LIGHTING PHOTOMETRIC PLAN WEST	1	03-22-2019
ES-105	ENLARGED EMERGENCY LIGHTING PHOTOMETRIC PLAN EAST		
ES-106	ENLARGED EMERGENCY LIGHTING PHOTOMETRIC PLAN WEST		
ES-107	ELECTRICAL RISER AND PANEL SCHEDULES		

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 5 - Metals
- Division 7 - Thermal & Moisture Protection
- Division 9 - Finishes
- Division 10 - Specialties

ARTICLE 3. CONTRACT SUM

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

Dollars \$ 1,210,530.00

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:

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

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

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

4.04 Liquidated Damages for Substantial Completion:

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the

Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

Each Milestone	Five Hundred Dollars \$500.00 per day
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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: \$ 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:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Joseph Aoun
	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	BURKE CONSTRUCTION GROUP, INC.	10145 NW 19 th Street Doral FL 33172
Surety's Agent:	PHILADELPHIA INDEMNITY INSURANCE COMPANY	One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950
Project Consultant:	JORGE A GUTIERREZ ARCHITECT LLC.	14400 NW 77th Court Suite 104 Miami Lakes, Fl 33016

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

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

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

public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

- 9.02 **e-Builder.** The Contractor shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

- 9.02.01 **Forms Module.** The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.
- 9.02.02 **Work Flows.** Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.
- 9.02.03 **Calendar Module.** The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.
- 9.02.04 **Meetings.** Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.
- 9.02.05 **Access to e-Builder and Licensing.** Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

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

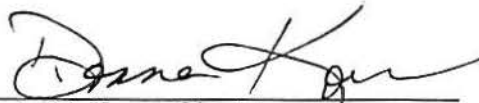
Training shall be coordinated, scheduled and provided to those provided access and licenses with Programs Control Support. Additional training may be provided based on availability. The Contractor shall be required to use Owner's Project Management software, e-Builder. One (1) license will be provided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

In witness thereof, the said Contractor, 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



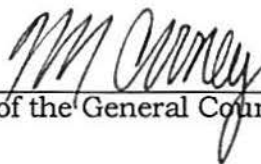
Donna P. Korn, Chair

ATTEST:



Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content




Office of the General Counsel

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: March 2, 2020




STATE OF Florida

COUNTY OF Miami-Dade

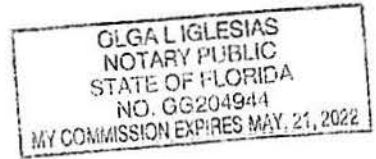
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 2nd day of March, 2020, by Charles J. Nielson of Atty.-In-Fact of Philadelphia Indemnity Insurance Company on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:


Signature, Notary Public
Olga Iglesias
Printed Name of Notary

(SEAL)



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 B. 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.

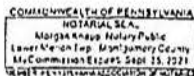
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(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:

Morgan 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 2nd day of March, 20 20.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: 11./Construction Bid Recommendation of \$500,000 or Greater
 ITB FY20-209
 Gator Run Elementary School, Weston
 Burke Construction Group, Inc.
 Covered Walkways at Portables
 Project No. P.001210

Special School Board Meeting: 04/14/2020

The financial impact of this item is \$1,210,530

- () 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.
- (S) (X) Comments: This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is a positive financial impact to the project in the amount of \$230,400 which will be placed in the Capital Projects Reserve.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director



4/8/2020

Signature

Date

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