



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time		
Open Agenda	<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:

15.

**TITLE:**  
 Construction Bid Recommendation of \$500,000 or Greater - ITB 19-148C-READV - Fox Trail Elementary School - Davie - LEGO Construction Co. - SMART Program Renovations - Project No. P.001973

**REQUESTED ACTION:**  
 Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of \$1,019,140 and approve additional funding in the amount of \$627,150.

**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 \$1,019,140. 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 \$627,150 will come from the Capital Projects Unallocated Reserve. This increases the project budget from \$770,000 to \$1,397,150.

**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:**

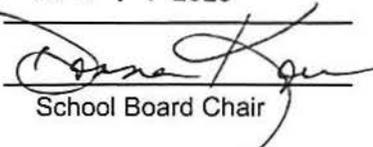
Name: Phil D. Kaufold, Director, Construction	Phone: 754-321-1532
Name: Daniel Jardine, Director, CBRE   Heery	Phone: 754-321-4850

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

Signature

*Frank L. Girardi*  
 4/7/2020, 3:24:13 PM

Approved In Open Board Meeting On: **APR 14 2020**

By:   
 School Board Chair

**EXECUTIVE SUMMARY**  
**Construction Bid Recommendation of \$500,000 or Greater**  
**ITB 19-148C-READV**  
**Fox Trail Elementary School, Davie**  
**LEGO Construction Co.**  
**SMART Program Renovations**  
**Project No. P.001973**

**PROJECT OVERVIEW:**

<b>Delivery Method:</b>	<b>Design/Bid/Build</b>
<b>Architect:</b>	<b>VIA Design Studio, LLC</b>
<b>Contractor:</b>	<b>LEGO Construction Co.</b>
<b>Notice to Proceed Date:</b>	<b>Pending Board Approval</b>
<b>Original Funding Allocation:</b>	<b>See below</b>

**GENERAL OVERVIEW:**

This item is requesting authorization to award a Lump Sum Contract for construction of the Fox Trail Elementary School SMART Program Renovations to LEGO Construction Co., in the amount of \$1,019,140. The scope of work for this project includes, but not limited to, art room renovation and equipment, music room renovation, building envelope improvements, and HVAC improvements. The conversion of existing space to music and/or art lab(s) was reviewed with staff at the school (Principal, Art teacher, and Music teacher). Based on the other SMART scope that renovates the existing music and art rooms, it was determined that the conversion of an existing space to music and/or art lab(s) was not necessary and this scope was removed from the construction documents.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on March 10, 2020 from a total of four (4) bidders. This bid was advertised on July 29, 2019 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
19	8	4	3

Procurement and Warehousing Services has recommended the award of the project to LEGO Construction Co. 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 Fox Trail Elementary School exceeds the available funds and requires additional funding in the amount of \$627,150 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 Project Funds	Previous Budget	Revised Budget	Net Change
Planning Design and Management	\$190,260	\$190,260	\$0
Construction Contract	\$449,000	\$1,019,140	\$570,140
Construction Contingency (10%)*	\$44,900	\$101,910	\$57,010
Construction Misc.**	\$85,840	\$85,840	\$0
Furnishings	\$0	\$0	\$0
<b>Total</b>	<b>\$770,000</b>	<b>\$1,397,150</b>	<b>\$627,150</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 23.5% under the Atkins Estimate. Net Change is 81% over the Previous Amount.

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with building envelope improvements that will require approximately \$425K of additional funds. The HVAC improvements will require approximately \$150k 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 LEGO Construction Co. is believed to be the most cost-effective means of delivering this project.

LEGO Construction Co. is a certified Minority Business Enterprise-Hispanic American (MBE-HA) and has committed to M/WBE Participation of 15% for this project.

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 #: 19-148C-READV Tentative Board Meeting Date\*: TBD

Hard Bid Title: FOX TRAIL ELEMENTARY SCHOOL # Notified: 1783 # Downloaded: 35  
SMART PROGRAM RENOVATIONS # of Responses Rec'd: 0 # of "No Bids": 0

For: OFFICE OF FACILITIES AND CONSTRUCTION ITB Opening Date : March 10, 2020  
(School/Department)

Fund: SMART Advertised Date: February 11, 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 March 19, 2020 @ 7:00 AM 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 19-148C-READV – FOX TRAIL ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON FEBRUARY 11, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
19	8	4	3

**PROPOSALS RECEIVED:**

BIDDER	M/WBE CERTIFICATION
CUNANO BUILDERS CORPORATION	S/MBE-HA
LEGO CONSTRUCTION CO.	S/MBE-HA
WEST CONSTRUCTION, INC.	NONE
ANATOM CONSTRUCTION COMPANY	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:

**LEGO CONSTRUCTION CO.**

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: *Cheryl Fields* Date: 3-19-2020  
(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.



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BID NO. 19-148C-READY  
FOX TRAIL ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS

BID REJECTIONS:

CUNANO BUILDERS CORPORATION

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.)".

IN ACCORDANCE WITH DOCUMENT 00008: PRE-QUALIFICATION OF CONTRACTORS NOTICE, IN ORDER FOR BIDS FOR THIS PROJECT TO BE ACCEPTED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA THE BIDDER MUST BE PRE-QUALIFIED IN ACCORDANCE WITH 1013.46 F.S., STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES CH.4.1(1), AND BOARD POLICY 7003.1 AT THE TIME OF THE BID OPENING.

IN ADDITION, THE BID RECEIVED FROM CUNANO BUILDERS CORPORATION IS NON-RESPONSIVE AND IS RECOMMENDED FOR REJECTION AS THE BIDDER SUBMITTED A BID AMOUNT EXCEEDING THE PRE-QUALIFICATION LIMIT PER PROJECT.

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## Fox Trail 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
Music & Art	Yr3	17,746 *	47,254 *			65,000	Art Room Renovation and Equipment
Music & Art	Yr3	92,554 *	246,446 *			339,000	Conversion of Existing Space to Music and/or Art Lab(s)
Music & Art	Yr3	37,131*	98,869 *			136,000	Music Room Renovation
Renovation	Yr3	42,045 *	111,955 *			154,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr3	20,750*	55,250*			76,000	HVAC Improvements
Renovation	Yr1	100,000				100,000	School Choice Enhancement
SMART Program Sub-Total		310,226	559,774	0	0	870,000	

#### Completed

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr3	50,000				50,000	Music Equipment Replacement
SMART	Yr2	110,000				110,000	Wireless Network Upgrade
SMART	Yr2	11,000				11,000	CAT 6 Data port Upgrade
SMART	Yr2	17,000				17,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART	Yr2	284,000				284,000	Additional computers to close computer gap
Completed Sub-Total		472,000	0	0	0	472,000	
School Total		782,226	559,774	0	0	1,342,000	

\*Project Scope Included:

Year 3 total scope \$210,750

Year 6 total scope \$559,774

Total value of scope \$770,000

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

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this 14<sup>th</sup> day of April, 2020 by and between

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

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

**LEGO CONSTRUCTION CO.**

(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.:	19-148C-READV
Project No.:	P.001973
Location No.:	3531
Project Title:	SMART Program Renovations
Facility Name:	Fox Trail Elementary School

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

- Art Room Renovation and Equipment
- Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
- Conversion Of Existing Space To Music and/or Art Lab(s)
- HVAC Improvements
- Music Room Renovation

Constructed pursuant to drawings, specifications and other design documents prepared Via Design Studio (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 No.</b>	<b>Date</b>
G-000	COVER SHEET	1	12/6/2018
G-001	GENERAL NOTES AND INDEX	2	1/30/2019
LS-201	FIRST FLOOR LIFE SAFETY PLAN	1	12/6/2018
LS-202	OVERALL SECOND FLOOR LIFE SAFETY PLAN	1	12/6/2018
LS-251	ENLARGED LIFE SAFETY PLAN		
D-251	DEMOLITION PLAN	1	12/6/2018
D-350	DEMOLITION ROOF PLAN	1	12/6/2018
D-351	EXISTING CONDITION PHOTOS	1	12/6/2018
A-100	SITE PLAN		
A-201	OVERALL FIRST FLOOR PLAN		
A-202	OVERALL SECOND FLOOR PLAN		
A-250	ENLARGED FLOOR PLAN BLDG 80	1	12/6/2018
A-251	ENLARGED FLOOR PLAN BLDG 1	1	12/6/2018
A-301	OVERALL ROOF PLAN	1	12/6/2018
A-350	ENLARGED PROPOSED ROOF PLAN	2	1/30/2019

A-351	DETAILS	2	1/30/2019
A-500	EXTERIOR BUILDING ELEVATIONS	1	12/6/2018
A-650	INTERIOR ELEVATION	1	12/6/2018
A-700	REFLECTED CEILING PLAN	1	12/6/2018
A-901	MILLWORK DETAILS	1	12/6/2018
S-1	ROOF UPLIFT PRESSURE DIAGRAM AND TABLE		
<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Date</b>
M-001	MECHANICAL ABBREVIATIONS, SYMBOLS & NOTES	1	12/4/2018
M-002	HVAC GENERAL NOTES, LEGENDS AND SCHEDULES		
M-100	HVAC SITE PLAN		
M-201	HVAC FLOOR PLANS- BUILDING 80		
M-202	HVAC ROOF PLANS- BUILDING 80		
M-301	HVAC ENLARGED FLOOR PLANS		
M-302	HVAC ENLARGED FLOOR PLANS	1	12/4/2018
M-601	HVAC DETAILS		
E-001	ELECTRICAL GENERAL NOTES		
E-002	ELECTRICAL LEGEND		
E-100	ELECTRICAL SITE PLAN		
E-201	ELECTRICAL FLOOR PLANS BUILDING 80	1	12/4/2018
E-202	ELECTRICAL ROOF PLANS BUILDING 80		
E-301	ELECTRICAL ENLARGED PLANS		
E-302	ELECTRICAL ENLARGED PLANS	1	12/4/2018
E-401	ELECTRICAL RISERS		
E-701	PANEL SCHEDULES		
ED-201	ELECTRICAL DEMOLITION FLOOR PLANS BUILDING 80		
P-001	PLUMBING ABBREVIATIONS, GENERAL NOTES, LEGEND AND DETAILS	1	12/4/2018
P-201	PLUMBING FLOOR PLANS- BUILDING 80	1	12/4/2018
P-202	PLUMBING ROOF PLANS- BUILDING 80	1	12/4/2018
P-203	PLUMBING ENLARGED PLANS – ART & MUSIC ROOMS	1	12/4/2018

**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 \$ 1,019,140.00

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:

**381 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

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 \$500.00

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

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

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

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by

Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

- 5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
- 5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

#### **ARTICLE 6. TIME AND DELAYS.**

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
  - 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
  - 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
  - 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.

- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
- 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

#### **ARTICLE 7. CONTRACT BONDS**

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

**ARTICLE 8. NOTICES**

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

<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: 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:	LEGO CONSTRUCTION CO.	1011 Sunnybrook Rd – Ste. 905 Miami, Florida 33136
Surety's Agent:	Hartford Casualty Insurance Company	One Hartford Plaza Hartford, Connecticut 06155
Project Consultant:	Via Design Studio	103 Westward Drive Miami Springs, FL. 33166

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.

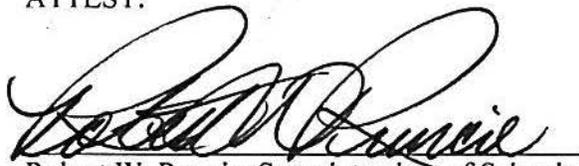
**In witness thereof**, the said Contractor, LEGO CONSTRUCTIONCO., and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

FOR OWNER

(Corporate Seal)

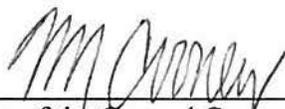
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel



**FOR LEGO CONSTRUCTION CO.**

**LEGO CONSTRUCTION CO.**

ATTEST:

By   
Luis Garcia, President

\_\_\_\_\_  
, Secretary

-or-

K. Sathish Kumar Reddy  
Witness

Dankhong Jim  
Witness

STATE OF FL

COUNTY OF DADE

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 26 day of March, 2020, by **Luis Garcia** of **LEGO Construction Co.** 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.

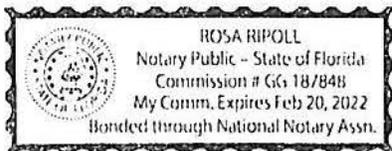
My commission expires:

  
Signature, Notary Public

Rosa Ripoll  
Printed Name of Notary

66187848  
Notary's Commission No.

(SEAL)

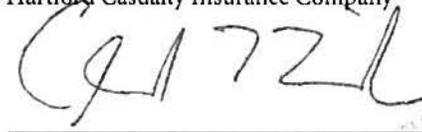


**SURETY ACKNOWLEDGMENT**

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.

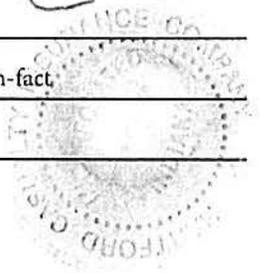
  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY:** Hartford Casualty Insurance Company

**By:**   
\_\_\_\_\_

**Its:** Charles J. Nielson, Attorney-in-fact  
\_\_\_\_\_

**Date:** March 25, 2020  
\_\_\_\_\_



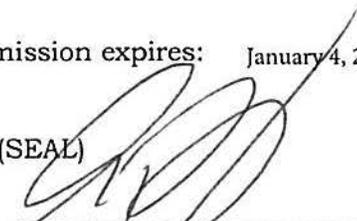
STATE OF Florida

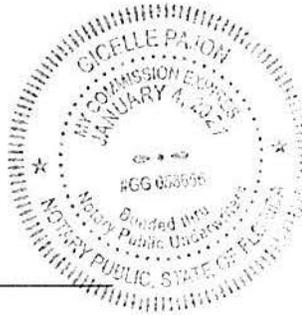
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 25th day of March,  
2020 by Charles J. Nielson of  
Hartford Casualty Insurance 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: January 4, 2021

(SEAL)   
\_\_\_\_\_  
Signature - Notary Public  
Gicelle Pajon



\_\_\_\_\_  
Printed Name of Notary

GG 058656

\_\_\_\_\_  
Notary's Commission No.

**END OF DOCUMENT**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC  
 Agency Code: 21-229752

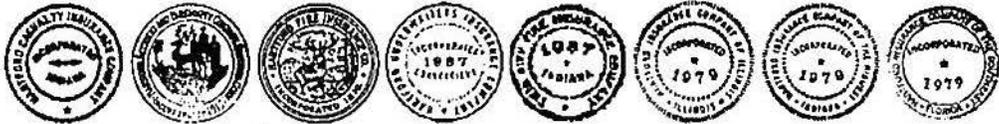
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

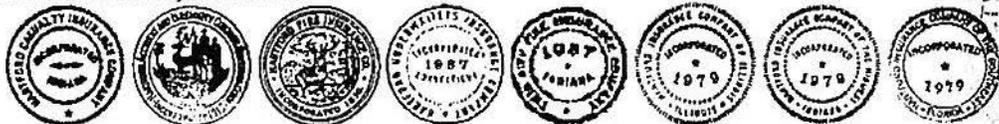


CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 25, 2020  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

## COLLABORATION

## SIGN-OFF FORM

Item #/Title of Agenda Request Item: 15./Construction Bid Recommendation of \$500,000 or Greater  
 ITB 19-148C  
 Fox Trail Elementary School  
 LEGO Construction Co.  
 SMART Program Renovations  
 Project No. P.001973

Special School Board Meeting: 04/14/2020

The financial impact of this item is \$1,019,140

- ( ) 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 an additional impact to the project budget. These funds in the amount of \$627,150 will come from the Capital Projects Unallocated Reserve. This increases the project budget from \$770,000 to \$1,397,150.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director



4/7/2020

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.