AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

EVIDS	MEETING DATE	2020-10-06 10:05 - School	Board Operational Meeting	Special Order Request
Olic Scho	MEETING DATE			Yes O No
ITEM No.:	AGENDA ITEM	ITEMS		Time
JJ-4.	CATEGORY	JJ. OFFICE OF FACILITIES	S & CONSTRUCTION	
	DEPARTMENT	Facilities Construction		Open Agenda
TITLE:		A		☐ Yes O No
Renovations - Project	t No. P.001686	00 or Greater - ITB 19-169C - Attuck	s Middle School - Hollywood - The BEC o	Group Services, Inc SMART Program
			Group Services, Inc. for the lump sum am	ount of \$3,319,873 and approve
SUMMARY EXP	LANATION AND BA	ACKGROUND:		
SCHOOL BOAR O Goal 1: Hig FINANCIAL IMPA	D GOALS: h Quality Instruction ACT: f approving this item is \$	3,319,873. This project has been ap	pportive Environment O Goa	I 3: Effective Communication
	ditional impact to the proj n \$3,040,778 to \$4,710,1		unt of \$1,669,367 will come from the Cap	ital Projects Reserve. This increases
EXHIBITS: (List)	A			
(1) Executive Sumr	nary (2) Recommend	ation Tabulation (3) ADEFP (4)) Agreement (5) Collaboration Form	
BOARD ACTION	:		ITIONAL INFORMATION:	
APPR	ROVED	Name: Phil D. Ka	ufold, Director, Construction	Phone: 754-321-1532
(For Official School	Board Records Office Only)	Name: Kathleen I	Langan, Director, AECOM	Phone: 754-321-4850
Senior Leader &	Title	OWARD COUNTY, FLO	Approved In Open Board Meeting On:	OCT - 6 2020
Frank Girardi - Ex	ecutive Director		By:	Jana Kom
Signature			-	School Board Chair
*	Frank L. Gir. 9/23/2020 5:30			

Electronic Signature Form #4189 Revised 07/25/2019 RWR/ FG/PDK/KL:lcc

EXECUTIVE SUMMARY

Construction Bid Recommendation of \$500,000 or Greater ITB 19-169C

Attucks Middle School, Hollywood The BEC Group Services, Inc. SMART Program Renovations Project No. P.001686

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	Florida International Consulting Engineers Design, Inc.
Contractor:	The BEC Group Services, 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 Attucks Middle School SMART Program Renovations to The BEC Group Services, Inc., in the amount of \$3,319,873. The scope of work for this project includes, but is not limited to, provide fire sprinkler protection and install new fire alarm, electrical improvements, and HVAC improvements.

The fire sprinkler scope of work for this project called for Buildings 1 and 2 to be sprinklered. However, after the Task Assigned District's Chief Fire Official's review, it was determined that fire sprinklering would also be required in Building 8. In an effort to not cause delays to this project, and in the District's best interests to keep costs down, it was determined that the original fire sprinkler scope of work would remain in the current construction documents with the condition that the additional fire sprinkler scope of work in Building 8 would be added as a separate item and would be presented to the Board at a future date.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on August 14, 2020 from a total of four (4) bidders. This bid was advertised on July 14, 2020 with the summary below:

Potential Prequalified	Potential Prequalified M/WBE	Proposals	Proposals Received From M/WBE
Planholders	Planholders	Received	Planholders
18	7	4	2

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

The Construction Bid Recommendation for Attucks Middle School exceeds the available funds and requires additional funding in the amount of \$1,669,367 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	\$869,278	\$869,278	\$0
Construction Contract (FLCC)	\$1,730,000	\$3,319,873	\$1,589,873
Construction Contingency*	\$86,500	\$165,994	\$79,494
Construction Misc.**	\$355,000	\$355,000	\$0
Furnishings	\$0	\$0	\$0
Total	\$3,040,778	\$4,710,145	\$1,669,367

^{*}Reserved for future use if required

Note: Bid is 46.5% under the Atkins Estimate. Net Change is 54.9% over the Previous Amount.

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

^{**}Includes the following items where applicable: Off-site Improvements; Misc. Construction; Hazardous Materials Abatement; Technology Infrastructures; Utility Connection Charges; PPO Work Orders; and Portables.

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with electrical improvements that will require approximately \$950K of additional funds. The HVAC improvements will require approximately \$650K 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 The BEC Group Services, Inc. is the most cost-effective means of delivering this project. The BEC Group Services, Inc. is a certified Minority Business Enterprise/Hispanic-American (MBE/HA). The BEC Group Services, Inc. has committed to MBE/HA Participation total of 83.48% for this project through 28.21% Self Participation and 55.27% Participation through the use of certified MBE/HA subcontractors. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. For the latest Bond Oversight Committee Quarterly Report information regarding this project click here.

EXHIBIT 2



RECOMMENDATION TABULATION

ITB #:	19-169C	Tentative Board Meeting	Date*:	TBD	
Hard Bid Title:	ATTUCKS MIDDLE SCHOOL	# Notified:	1782	# Downloaded:	34
	SMART PROGRAM RENOVATIONS	# of Responses Rec'd:	4	# of "No Bids":	0
For:	OFFICE OF CAPITAL PROGRAMS	ITB Opening Date:	August 1	14, 2020	
Fund:	(School/Department) SMART	Advertised Date:	July 14,	2020	

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on August 24, 2020 9:30AM 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 19-169C ATTUCKS MIDDLE SCHOOL SMART PROGRAM RENOVATIONS ON JULY 14, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED	PROPOSALS	PROPOSALS RECEIVED
	M/WBE PLANHOLDERS	RECEIVED	FROM M/WBE PLANHOLDERS
18	7	4	2

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION
THE BEC GROUP SERVICES INC.	ESMBE
LEGO CONSTRUCTION CO.	S/MBE – HA
WEST CONSTRUCTION, INC.	NONE
LEE CONSTRUCTION GROUP, INC.	NONE

IN THE BEST INTEREST OF THE SCHOOL DISTRICT, IT IS RECOMMENDED THE AWARD BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID, IN THE AMOUNT OF ITS LUMP-SUM BID, WHO IS LISTED BELOW:

THE BEC GROUP SERVICES INC.

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

Ву:	Adriana Rodriguez	08/24/2020
(AC-10-10-10-10-10-10-10-10-10-10-10-10-10-	(Purchasing Agent)	0, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,

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.

Attucks Middle School

Adopted District Educational Facilities Plan

Program Program Program Original Program Year 6 Year 7 Year 8 Project Program Year Years 1-5 (FY20) (FY21) (FY22) Total Scope

There are no active DEFP projects for this location.

0

SMART Program							
Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
Safety & Security	Yr2	516,651 *	1,446,127 *			1,962,778	Provide Fire Sprinkler Protection Install New Fire Alarm
Renovation	Yr1	498,125 *				498,125	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr3	164,252 *	459,748 *			624,000	Electrical Improvements
Renovation	Yr2	119,504 *	334,496 *			454,000	HVAC Improvements
Renovation	Yr4	420,000				420,000	Media Center improvements
SMART Progr	ram Sub-Total	1,718,532	2,240,371	0	0	3,958,903	

			Co	omplete	d		
Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
SMART	Yr3	100,000				100,000	Music Equipment Replacement
SMART	Yr1	100,000				100,000	School Choice Enhancement
SMART	Yr3	103,000				103,000	Wireless Network Upgrade
SMART	Yr3	18,000				18,000	CAT 6 Data port Upgrade
SMART	Yr3	82,000				82,000	Additional computers to close computer gap
Completed Su	ub-Total	403,000	0	0	0	403,000	
School Total		2,121,532	2,240,371	0	0	4,361,903	

^{*}Project Scope Included:

Year 2 total scope \$636,155

Year 3 total scope \$164,252

Year 6 total scope \$2,240,371

Total value of scope \$3,040,778



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 6th day of October, 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner" and

THE BEC GROUP SERVICES 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.:

19-169C

Project No:

P.001686

Location No.:

0343

Project Title:

SMART Program Renovations

Facility Name:

Attucks Middle School

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

- 1. Fire Sprinkler Protection system Buildings 1 & 2 including, but not limited to a new Fire Water Line & double detector check valve.
- 2. HVAC improvement including but not limited to chiller replacement, DDC controls, demo of pneumatic control system, new VFDs, new compressor and condenser/AHU's.
- Electrical improvement including but not limited to replacement of walkway lighting and building mounted lighting, replacement of main switchgear, lighting panel board and associated feeders, transformers.
- 4. Replacement of Fire Alarm System with voice evacuation type system

Constructed pursuant to drawings, specifications and other design documents prepared by FICE Design (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	Revision					
Number	Title	No.	Date					
COVER	COVER SHEET	COVER SHEET						
DRAWING INDEX	DRAWINGS INDEX							
G000	PHASING, SCOPE OF WORK AND SW	ING SPACE PLAN						
G001	GENERAL NOTES							
C100	WATER AND SEWER PLAN							
C101	WATER AND SEWER PLAN							
C102	WATER AND SEWER ENLARGED PLAN							
C600	WATER AND SEWER DETAILS							
C601	WATER AND SEWER DETAILS							
C602	FENCE DETAILS	FENCE DETAILS						
C603	WATER AND SEWER DETAILS							
S000	GENERAL NOTES							
S600	STRUCTURAL DETAILS							

MOOO	LEGEND AND ABBREVIATIONS- MECHANICAL
M001	GENERAL NOTES - MECHANICAL
M002	FIRE PROTECTION DIAGRAM
M100	SITE PLAN- MECHANICAL
M201	OVERALL FLOOR PLAN - MECHANICAL
1M201	BLDG 1 FLOOR PLAN - MECHANICAL
2M201A	BLDG 2 PARTIAL FLOOR PLAN A - MECHANICAL
2M201B	BLDG 2 PARTIAL FLOOR PLAN B - MECHANICAL
2M201C	BLDG 2 PARTIAL FLOOR PLAN C - MECHANICAL
2M201D	BLDG 2 PARTIAL FLOOR PLAN D - MECHANICAL
2M201E	BLDG 2 PARTIAL FLOOR PLANE - MECHANICAL
2M201F	BLDG 2 PMTIAL FLOOR PLAN F - MECHANICAL
2M201G	BLDG 2 PARTJALFLOOR PLAN G - MECHANICAL
2M201H	BLDG 2 PARTIAL FLOOR PLAN H - MECHANICAL
7M201	BLDG 7 FLOOR PLAN - MECHANICAL
8M201A	BLDG 8 PARTIAL 1STFLOOR PLAN A - MECHANICAL
8M201B	BLDG 8 PARTIAL 1ST FLOOR PLAN B MECHANICAL
8M202A	BLDG S PARTIAL 2ND FLOOR PLAN A MECHANICAL
8M202B	BLDG 8 PARTIAL 2ND FLOOR PLAN B - MECHANICAL
2MD401A	BLDG 2 PARTIAL ROOF DEMO PLAN A - MECHANICAL
2M401A	BLDG 2 PARTIAL ROOF PLAN A - MECHANICAL
M500	ENLARGED PLANS - MECHANICAL
M501	ENLARGED PLANS - MECHANICAL
M600	DETAILS - MECHANICAL
M601	DETAILS - MECHANICAL
M602	DETAILS - MECHANICAL
M700	CHILLED WATER FLOW SCHEMATIC-MECHANICAL
M800	SCHEDULES - MECHANICAL
M801	SCHEDULES - MECHANICAL
M802	SCHEDULES - MECHANICAL
M803	SCHEDULES - MECHANICAL
M804	SCHEDULES - MECHANICAL
M805	SCHEDULES - MECHANICAL
M806	SCHEDULES - MECHANICAL
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M807	SCHEDULES - MECHANICAL
M900	CONTROL SCHEMATIC - MECHANICAL
M901 M902	CONTROL SCHEMATIC - MECHANICAL CONTROL SCHEMATIC - MECHANICAL
M902 M903	CONTROL SCHEMATIC - MECHANICAL CONTROL SCHEMATIC - MECHANICAL
M904	CONTROL SCHEMATIC - MECHANICAL CONTROL SCHEMATIC - MECHANICAL
M905	CONTROL SCHEMATIC - MECHANICAL CONTROL SCHEMATIC - MECHANICAL
M906	CONTROL SCHEMATIC - MECHANICAL CONTROL SCHEMATIC - MECHANICAL
	CONTROL CONDUMNION MEDITATIONS
FP000	LEGEND AND ABBREVIATIONS - FIRE PROTECTION

FP001 FP100	GENERAL NOTES -FIRE PROTECTION SITE PLAN - FIRE PROTECTION
FP101	ENLARGED SITE PLAN - FIRE PROTECTION
FP201	OVERALL FLOOR PLAN - FIRE PROTECTION
1FP201-HZ	BLDG 1 FLOOR PLAN - FIRE PROTECTION HAZARD CLASSIFICATION
1FP201	BLDG 1 FLOOR PLAN - FIRE PROTECTION
2FP201-HZ	BLDG 2 FLOOR PLAN - FIRE PROTECTION HAZARD CLASSIFICATION
2FP201	BLDG 2 FLOOR PLAN - FIRE PROTECTION
2FP201A	BLDG 2 PARTIAL FLOOR PLAN A - FIRE PROTECTION
2FP201B	BLDG 2 PARTIAL FLOOR PLAN B - FIRE PROTECTION
2FP201C	BLDG 2 PARTIAL FLOOR PLAN C - FIRE PROTECTION
2FP201D	BLDG 2 PARTIAL FLOOR PLAN D - FIRE PROTECTION
2FP201E	BLDG 2 PARTIAL FLOOR PLAN E - FIRE PROTECTION
2FP201F	BLDG 2 PARTIAL FLOOR PLAN F - FIRE PROTECTION
2FP201G	BLDG 2 PARTIAL FLOOR PLAN II. FIRE PROTECTION
2FP201H FP600	BLDG 2 PARTIAL FLOOR PLAN H - FIRE PROTECTION DETAILS - FIRE PROTECTION
FP600	DETAILS - FIRE PROTECTION DETAILS - FIRE PROTECTION
1001	DETAILS - FIRE PROTECTION
E000	LEGEND AND ABBREVIATIONS - ELECTRICAL
E001	GENERAL NOTES- ELECTRICAL
E100	OVERALL BUILIOING PLAN CANOPY LIGHTING REPLACEMENT
E101A	CANOPY LIGHTING REPLACEMENT
E101B	CANOPY LIGHTING REPLACEMENT
E101C	CANOPY LIGHTING REPLACEMENT
E101D	CANOPY LIGHTING REPLACEMENT
E101E	CANOPY LIGHTING REPLACEMENT
E101F	CANOPY LIGHTING REPLACEMENT
ED200	OVERALL FLOOR PLAN - ELECTRICAL DEMOLITION
1ED201	BLDG 1 FLOOR PLAN - ELECTRICAL DEMOLITION
2ED201A	BLDG 2 PARTIALFLOOR PLAN A - ELECTRICAL DEMOLITION
2ED201B	BLDG 2 PARTIALFLOOR PLAN B - ELECTRICAL DEMOLITION
2ED201C	BLDG 2 PARTIALFLOOR PLAN C - ELECTRICAL DEMOLITION
2ED201D	BLDG 2 PARTIALFLOOR PLAN D - ELECTRICAL DEMOLITION
2ED201E	BLDG 2 PARTIALFLOOR PLAN E - ELECTRICAL DEMOLITION
2ED201F 2ED201G	BLDG 2 PARTIALFLOOR PLAN F - ELECTRICAL DEMOLITION BLDG 2 PARTIALFLOOR PLAN G - ELECTRICAL DEMOLITION
2ED201G 2ED201H	BLDG 2 PARTIALFLOOR PLAN H - ELECTRICAL DEMOLITION BLDG 2 PARTIALFLOOR PLAN H - ELECTRICAL DEMOLITION
7ED2011	BLDG 7 FLOOR PLAN - ELECTRICAL DEMOLITION
8ED201A	BLDG 8 PARTIAUST FLOOR PLAN A - ELECTRICAL DEMOLITION
8ED202A	BLDG 8 PARTIAL2ND FLOOR PLAN A - ELECTRICAL DEMOLITION
E201	OVERALL FLOOR PLAN - ELECTRICAL
1E201	BLDG 1 FLOOR PLAN ELECTRICAL
2E201A	BLDG 2 PARTIAL FLOOR PLAN A - ELECTRICAL
2E201B	BLDG 2 PARTIAL FLOOR PLAN B - ELECTRICAL
2E201C	BLDG 2 PARTIAL FLOOR PLAN C - ELECTRICAL
2E201D	BLDG 2 PARTIAL FLOOR PLAN D - ELECTRICAL

252015	BLDG 2 PARTIAL FLOOR PLAN E - ELECTRICAL
2E201E	
2E201F	BLDG 2 PARTIAL FLOOR PLAN F - ELECTRICAL
2E201G	BLDG 2 PARTIAL FLOOR PLAN G - ELECTRICAL
2E201H	BLDG 2 PARTIAL FLOOR PLAN H - ELECTRICAL
7E201	BLDG 1 FLOOR PLAN - ELECTRICAL
8E201A	BLDG 8 PARTIAL 1ST FLOOR PLAN A - ELECTRICAL
8E202A	BLDG 8 PARTIAL 2ND FLOOR PLAN A - ELECTRICAL
E501	ENLARGED PLANS - ELECTRICAL
E502	ENLARGED PLANS - ELECTRICAL
E503	ENLARGED PLANS - ELECTRICAL
E504	ENLARGED PLANS - ELECTRICAL
E505	ENLARGED PLANS - ELECTRICAL
E506	ENLARGED PLANS - ELECTRICAL
E507	ENLARGED PLANS - ELECTRICAL
E508	ENLARGED PLANS - ELECTRICAL
E509	ENLARGED PLANS - ELECTRICAL
E509A	ENLARGED PLANS - ELECTRICAL
E510	ENLARGED PLANS - ELECTRICAL
E511	ENLARGED PLANS - ELECTRICAL
E512	ENLARGED PLANS - ELECTRICAL
E513	ENLARGED PLANS - ELECTRICAL
E514	ENLARGED PLANS - ELECTRICAL
E515	ENLARGED PLANS - ELECTRICAL
E516	ENLARGED PLANS - ELECTRICAL
E517	ENLARGED PLANS - ELECTRICAL
E600	DETAILS - ELECTRICAL
E700	ELECTRICAL ONE LINE DIAGRAM - PARTIAL
E701	ELECTRICAL ONE LINE DIAGRAM - PARTIAL
E702	ELECTRICAL ONE LINE DIAGRAM - PARTIAL
E703	ELECTRICAL ONE LINE DIAGRAM - PARTIAL
E704	ELECTRICAL ONE LINE DIAGRAM - PARTIAL
E705	ELECTRICAL ONE LINE DIAGRAM - PARTIAL
E706	ELECTRICAL ONE LINE DIAGRAM - PARTIAL
E707	ELECTRICAL ONE LINE DIAGRAM - PARTIAL
E800	SCHEDULES - ELECTRICAL
E801	SCHEDULES - ELECTRICAL
E802	SCHEDULES - ELECTRICAL
E803	SCHEDULES - ELECTRICAL
E804	SCHEDULES - ELECTRICAL
E805	SCHEDULES - ELECTRICAL
E806	SCHEDULES - ELECTRICAL
E807	SCHEDULES - ELECTRICAL SCHEDULES - ELECTRICAL
E808	SCHEDULES - ELECTRICAL
E809	SCHEDULES - ELECTRICAL
E810	SCHEDULES - ELECTRICAL
E811	SCHEDULES - ELECTRICAL
E812	SCHEDULES - ELECTRICAL

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E813
             SCHEDULES - ELECTRICAL
   E814
             SCHEDULES - ELECTRICAL
   E815
             SCHEDULES - ELECTRICAL
   E816
             SCHEDULES - ELECTRICAL
             SCHEDULES - ELECTRICAL
   E817
             SCHEDULES - ELECTRICAL
   E818
   E819
             SCHEDULES - ELECTRICAL
   E820
             SCHEDULES - ELECTRICAL
  FA000
             LEGEND AND ABBREVIATIONS - FIRE ALARM
  FA100
             SITE PLAN - FIRE ALARM
             OVERALL FLOOR PLAN - FIRE ALARM DEMOLITION
  FAD200
             BLDG 1 FLOOR PLAN - FIRE ALARM DEMOLITION
 1FAD201
 2FAD201A
             BLDG 2 PARTIAL FLOOR PLAN A - FIRE ALARM DEMOLITION
 2FAD201B
             BLDG 2 PARTIAL FLOOR PLAN B - FIRE ALARM DEMOLITION
             BLDG 2 PARTIAL FLOOR PLAN C - FIRE ALARM DEMOLITION
2FAD201C
2FAD201D
            BLDG 2 PARTIAL FLOOR PLAN D - FIRE ALARM DEMOLITION
            BLDG 2 PARTIAL FLOOR PLAN E - FIRE ALARM DEMOLITION
2FAD201E
            BLDG 2 PARTIAL FLOOR PLAN F - FIRE ALARM DEMOLITION
2FAD201F
2FAD201G
            BLDG 2 PARTIAL FLOOR PLAN G - FIRE ALARM DEMOLITION
2FAD201H
            BLDG 2 PARTIAL FLOOR PLAN H - FIRE ALARM DEMOLITION
4567FAD201
            BLDG 4, 5, 6 AND 7 FLOOR PLAN - FIRE ALARM DEMOLITION
            BLDG 8 PARTIAL 1ST FLOOR PLAN A - FIRE ALARM DEMOLITION
8FAD201A
            BLDG 8 PARTIAL 1ST FLOOR PLAN B - FIRE ALARM DEMOLITION
8FAD201B
8FAD202A
            BLDG 8 PARTIAL 2ND FLOOR PLAN A - FIRE ALARM DEMOLITION
8FAD202B
            BLDG 8 PARTIAL 2ND FLOOR PLAN B - FIRE ALARM DEMOLITION
  FA200
            OVERALL FLOOR PLAN - FIRE ALARM
  1FA201
            BLDG 1 FLOOR PLAN - FIRE ALARM
 2FA201A
            BLDG 2 PARTIAL FLOOR PLAN A - FIRE ALARM
 2FA201B
            BLDG 2 PARTIAL FLOOR PLAN B - FIRE ALARM
 2FA201C
            BLDG 2 PARTIAL FLOOR PLAN C - FIRE ALARM
 2FA201D
            BLDG 2 PARTIAL FLOOR PLAN D - FIRE ALARM
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            BLDG 2 PARTIAL FLOOR PLAN E - FIRE ALARM
 2FA201F
            BLDG 2 PARTIAL FLOOR PLAN F - FIRE ALARM
 2FA201G
            BLDG 2 PARTIAL FLOOR PLAN G - FIRE ALARM
            BLDG 2 PARTIAL FLOOR PLAN H - FIRE ALARM
 2FA201H
4567FA201
            BLDG 4, 5, 6 AND 7 FLOOR PLAN - FIRE ALARM
 8FA201A
            BLDG 8 PARTIAL 1ST FLOOR PLAN A - FIRE ALARM
 8FA201B
            BLDG 8 PARTIAL 1ST FLOOR PLAN B - FIRE ALARM
 8FA202A
            BLDG 8 PARTIAL 2ND FLOOR PLAN A - FIRE ALARM
 8FA202B
            BLDG 8 PARTIAL 2ND FLOOR PLAN B - FIRE ALARM
  FA700
            PARTIAL RISER DIAGRAM - FIRE ALARM
  FA701
            PARTIAL RISER DIAGRAM - FIRE ALARM
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2.03 The Project Manual:

Division 00 - Procurement and Contracting Requirements

Division 1 - General Requirements

Division 2 - Site Work

Division 3 - Concrete

Division 4 - Masonry

Division 5 - Metals

Division 6 - Wood and Plastics

Division 7 - Thermal & Moisture Protection

Division 8 - Doors and Windows

Division 9 - Finishes

Division 10 - Specialties

Division 13 - Special Construction

Division 15 - Mechanical

Division 16 - Electrical

ARTICLE 3. CONTRACT SUM

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

Dollars \$3,319,873.00

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:

400 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:

Required Substantial

Phase Commencement Date: 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

- 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, entitles, 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 3330 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: Pedro Nunez
	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: THE BEC GROUP SERVICES INC.		145 Madeira Ave, Suite 310 Coral Gables, FL 33134
Surety's Agent:		
Project Consultant:	FICE Design	488 N. Federal Hwy Boynton Beach, FL 33435

party.

8.02

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.
- 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 much 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, THE BEC GROUP SERVICES 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.

OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Donna P. Korn, Chai

Robert W. Runcie, Superintendent of

Schools

Approved as to form and legal content

Office of the General Counsel

CONTRACTOR

Secretary

THE BEC GROUP SERVICES INC.

By The

Francisco A. Espinosa, President

(Corporate Seal)

#

Witness

Witness

CONTRACTOR NOTARIZATION

STATE OF Florida
COUNTY OF MIAMI- Dade

[Notary Seal]

CESAR VIDAL
Commission # GG 981929
Expires April 27, 2024
Bonded Thru Budget Notary Services

Notary Public

CESAR VIDAL

Name typed, printed or stamped

My Commission Expires: 04-77-2024

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:	Travelers Casualty and Sur	ety Сошрап
\wedge		of America	
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flue lust	ву		3
The Real of	Its	David T. Satine Attorney-In-Fact	J. 49
VALLE CLOSE NO.	105	- Attorney-III-Fact	n had self-
	Date	: August 31st, 2020	() () () () () () () () () ()
STATE OF Florida			
COUNTY OF Miami-Dade			
The foregoing instrument was acknowle	edged before	e me by means of \square physical pr	esence or \square
online notarization, this 08/31/2020 (date) by	David T. Satine	(name of
officer or agent, title of officer or agent	of Travele	rs Casualty and Surety Company of America	(name of
corporation acknowledging) , a(AND REPORT OF THE PARTY
		ALCO TOTAL OF STATE OF STATE OF	•
ncorporation) corporation, on behalf of	177		
nas produced <u>Personally Known</u>		_(type of identification) as ident	ification.
		Laurse	
Notary Seal	No	tary Public	*
Notary Searj	NO	tary Fublic	
DOREEN SHEARIN			
NOTARY PUBLIC STATE OF FLORIDA	8	Doreen Shearin	
NO. GG204905 MY COMMISSION EXPIRES APR. 11, 2022	Na	me typed, printed or stamped	
	Му	Commission Expires: April 11	th, 2022

END OF DOCUMENT



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Strety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint DAVID T SATINE of MIAMI LAKES ,

Florida , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.







State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

NOTARY PUBLIC

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of August



10000





2020

Kevin E. Hughes, Assistant Secretary

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Item #/	/Title of Agenda Request I	tem: JJ-4./ Construction ITB 19-169C Attucks Middle Sc The BEC Group Se SMART Program F Project No. P.0016	rvices, Inc. denovations	0 or Greater			
School	Board Meeting:	10/06/2020					
The fin	ancial impact of this item	is \$ <u>3,319,873</u>					
()	This project has not been 1, 2020). These funds Reserve.	n appropriated in the Ad in the amount of \$	opted District Educational Facilitie will come from th	s Plan (September e Capital Projects			
()	This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is no impact to the project budget.						
()	This project has been appropriated in the Adopted District Educational Facilities Plan (September 1 2020). There is no current impact to the project budget. There is a potential future impact to the project budget.						
()	This project has been appropriated in the Adopted District Educational Facilities Plan (September 1 2020). There is an additional impact to the project budget. These funds in the amount of \$ will come from the Capital Projects Reserve.						
) Z	(September 1, 2020). Th	ere is an additional imp from the Capital Proje	d in the Adopted District Education act to the project budget. These functs Reserve. This increases the pro	nds in the amoun			
<u>Depart</u>	tment Name	Department Head	Department Head				
Capita	l Budget	Omar Shim, Director	Omar Shim Signature	9/21/2020 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.