



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-2.

MEETING DATE	2020-10-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Construction

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

TITLE:

Construction Bid Recommendation of \$500,000 or Greater - ITB FY20-083 - Park Trails Elementary School - Parkland - Burke Construction Group, Inc. - SMART Program Renovations - Project No. P.002116

REQUESTED ACTION:

Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of \$2,620,187 and approve additional funding in the amount of \$1,270,690.

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 item is \$2,620,187. 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 \$1,270,690 will come from the Capital Projects Reserve. This increases the project budget from \$2,314,000 to \$3,584,690.

EXHIBITS: (List)

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

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Phil D. Kaufold, Director, Construction	Phone: 754-321-1532
Name: Kathleen Langan, Director, AECOM	Phone: 754-321-4850

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

Frank Girardi - Executive Director

Signature
Frank L. Girardi
9/23/2020, 5:30:52 PM

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

Approved In Open Board Meeting On:

OCT - 6 2020

By: *Dana Kim*
School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB FY20-083

Park Trails Elementary School, Parkland
Burke Construction Group, Inc.
SMART Program Renovations
Project No. P.002116

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	Song & Associates, Inc.
Contractor:	Burke Construction Group, Inc.
Notice to Proceed Date:	Pending Board Approval
Original Funding Allocation:	See below

GENERAL OVERVIEW:

This item is requesting authorization to award a Lump Sum Contract for construction of the Park Trails Elementary School SMART Program Renovations to Burke Construction Group, Inc., in the amount of \$2,620,187. The scope of work for this project includes, but is not limited to, fire alarm, music room renovation, conversion of existing space to music and/or art lab(s), art room renovation and equipment, HVAC improvements, and building envelope improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on August 13, 2020 from a total of six (6) bidders. This bid was advertised on July 1, 2020 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
15	8	6	3

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

The Construction Bid Recommendation for Park Trails Elementary exceeds the available funds and requires additional funding in the amount of \$1,270,690 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	\$798,500	\$798,500	\$0
Construction Contract (FLCC)	\$1,410,000	\$2,620,187	\$1,210,187
Construction Contingency*	\$70,500	\$131,003	\$60,503
Construction Misc.**	\$35,000	\$35,000	\$0
Furnishings	\$0	\$0	\$0
Total	\$2,314,000	\$3,584,690	\$1,270,690

*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 2.4% over the Atkins Estimate. Net Change is 54.9% over the Previous Amount.

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

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 \$1.2M of additional funds.

Staff has evaluated the various SMART scopes for this project. It was determined that the most cost and time efficient means to deliver these improvements is by a single construction contract. Staff does not recommend creating separate bid packages, "carve outs", for any of the approved scopes. The proposal received from Burke Construction Group, Inc. is the most cost-effective means of delivering this project.

Burke Construction Group, Inc. is not a certified Minority/Women Business Enterprise (M/WBE). However, Burke Construction Group, Inc. has committed to M/WBE Participation of 16.42% for this project through the use of certified M/WBE subcontractors.

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

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



Procurement & Warehousing Services

Broward County Public Schools

EXHIBIT 2

RECOMMENDATION TABULATION

ITB #: FY20-083 Tentative Board Meeting Date*: TBD

Hard Bid Title: PARK TRAIL ELEMENTARY SCHOOL # Notified: 1783 # Downloaded: 45
SMART PROGRAM RENOVATIONS # of Responses Rec'd: 6 # of "No Bids": 0

For: OFFICE OF CAPITAL PROGRAMS ITB Opening Date : August 13, 2020
(School/Department)

Fund: SMART Advertised Date: July 1, 2020

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on August 18, 2020 @ 05:00 PM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-083 PARK TRAIL ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON JULY 1, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
15	8	6	3

PROPOSALS RECEIVED:

BIDDER	CERTIFICATION
BURKE CONSTRUCTION GROUP INC.	
LEGO CONSTRUCTION CO.	S/MBE - HA
WEST CONSTRUCTION, INC.	
OAC ACTION CONSTRUCTION, CORP.	S/MBE- HA
COSUGAS, LLC.	ESMBE-HA
ECO BUILDING SOLUTIONS, INC.	

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

BURKE CONSTRUCTION GROUP, INC.

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

By: *Luis E. Perez* Date: 08/18/2020
(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.

Park Trails Elementary School

Adopted District Educational Facilities Plan

Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
There are no active DEFP projects for this location.						0	

SMART Program

Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
Safety & Security	Yr4	169,913 *	333,087 *			503,000	Fire Alarm
Music & Art	Yr4	45,941 *	90,059 *			136,000	Music Room Renovation
Music & Art	Yr4	114,514 *	224,486 *			339,000	Conversion of Existing Space to Music and/or Art Lab(s)
Music & Art	Yr4	21,957 *	43,043 *			65,000	Art Room Renovation and Equipment
Renovation	Yr5	100,000				100,000	School Choice Enhancement
Renovation	Yr4	53,035 *	103,965 *			157,000	HVAC Improvements
Renovation	Yr4	376,309 *	737,691 *			1,114,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART Program Sub-Total		881,669	1,532,331	0	0	2,414,000	

Completed

Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
SMART	Yr3	50,000				50,000	Music Equipment Replacement
DEFP	Yr1	1,010,867				1,010,867	Provide and install three modular classrooms per the terms of the Second Amendment to the Modular Classroom Interlocal Agreement between the School Board and the City of Parkland.
DEFP	Yr1	50,000				50,000	Removal and replacement of existing split DX unit in room 103F with roof mounted condensing unit. New unit will provide better climate control for this room which houses IT equipment.
SMART	Yr2	15,000				15,000	CAT 6 Data port Upgrade
SMART	Yr2	127,000				127,000	Wireless Network Upgrade
SMART	Yr2	349,000				349,000	Additional computers to close computer gap
SMART	Yr2	23,000				23,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade

Park Trails Elementary School

Completed

Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
Completed Sub-Total		1,624,867	0	0	0	1,624,867	
School Total		2,506,536	1,532,331	0	0	4,038,867	

*Project Scope Included:

Year 4 total scope \$781,669

Year 6 total scope \$1,532,331

Total value of scope \$2,314,000



The School Board of Broward County, Florida
 Procurement & Warehousing Services Department
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351 (754) 321-0505

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 6 day of October 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

BURKE CONSTRUCTION GROUP, INC.

(Hereinafter referred to as "**Contractor**").

WHEREAS, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Bid No.:	FY20-083
Project No.:	P.002116
Location No.:	3781
Project Title:	SMART Program Renovations
Facility Name:	Park Trail Elementary School

SCOPE OF WORK: Work of this Contract comprises general construction of:

1. Art Lab Renovations for Building 1
2. Music Room Renovations for Building 1
3. Re-Roofing for Buildings 1
4. Fire Alarm Replacement for Building 1, Building 3, Building 4 & Modular 850, 851 & 852
5. HVAC Improvements for Building 1

Constructed pursuant to drawings, specifications and other design documents prepared by SONG & ASSOCIATES, INC. (Hereinafter referred to as **Project Consultant**).

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

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

ARTICLE 1. ENTIRE AGREEMENT

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

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

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

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

Drawing Number	Drawing Title	Revision	Rev Date
--	COVER SHEET	2	04/04/19
G1.0	INDEX, ABBREVIATIONS, GENERAL NOTES & VICINITY MAP	3	07/23/20
A1.0	OVERALL SITE PLAN		
A1.1	OVERALL BUILDING PLAN	1	02/26/19
D2.1	ENLARGED DEMOLITION PLANS – ROOMS 104 & 109		
A2.1	ENLARGED FLOOR PLANS – ROOMS 104 & 109		
A2.2	INTERIOR ELEVATIONS – ROOMS 104 & 109		
A3.1	REFLECTED CEILING PLANS – ROOM 104	1	02/26/19
A4.0	ROOF PHOTOGRAPH KEY PLAN		
A4.1	EXISTING ROOF PHOTOGRAPHS		
A4.2	EXISTING ROOF PHOTOGRAPHS		
A4.3	EXISTING ROOF PHOTOGRAPHS		
A4.4	DEMOLITION ROOF PLAN	2	04/04/19
A4.5	OVERALL ROOF PLAN	2	04/04/19
A4.6	PARTIAL ROOF PLAN – BUILDING 1	2	04/04/19
A4.7	PARTIAL ROOF PLAN – BUILDING 1	2	04/04/19
A4.8	PARTIAL ROOF PLAN – BUILDING 1	2	04/04/19
A4.9	PARTIAL ROOF PLAN – BUILDING 1	2	04/04/19
A4.10	ROOF DRAINAGE CALCULATIONS	2	04/04/19
A4.11	ROOF DETAILS	2	04/04/19
A4.12	ROOF DETAILS	2	04/04/19
A4.13	ROOF DETAILS	2	04/04/19
S1	STRUCTURAL NOTES & DESIGN INFORMATION		
S2	ROOF WIND ZONES		
FA001	FIRE ALARM NOTES, LEGEND & SCOPE OF WORK	3	07/23/20

FAD101	BUILDING 1 1 ST FLOOR OVERALL FIRE ALARM DEMOLITION PLAN	3	07/23/20
FAD102	BUILDING 1 2 ND FLOOR OVERALL FIRE ALARM DEMOLITION PLAN	3	07/23/20
FAD103	BUILDING 3 & MODULARS 850, 851 & 852 – OVERALL FIRE ALARM DEMOLITION PLAN	3	07/23/20
FA101	BUILDING 1 1 ST FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA102	BUILDING 1 1 ST FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA103	BUILDING 1 1 ST FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA104	BUILDING 1 1 ST FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA105	BUILDING 1 1 ST FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA106	BUILDING 1 1 ST FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA107	BUILDING 1 2 ND FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA108	BUILDING 1 2 ND FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA109	BUILDING 1 2 ND FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA110	BUILDING 1 2 ND FLOOR PARTIAL FIRE ALARM PLAN	3	07/23/20
FA111	BUILDING 3 & MODULARS 850, 851, & 852 FIRE ALARM PLAN	3	07/23/20
FA601	FIRE ALARM RISER DIAGRAM	3	07/23/20
M001	NOTES, LEGEND, AND GENERAL SCOPE		
DM101	BUILDING 1 OVERALL DEMOLITION PLAN		
DM102	BUILDING 1 OVERALL ROOF DEMOLITION PLAN MECHANICAL		
DM401	BUILDING 1 MECHANICAL DEMOLITION PLAN		
DM402	BUILDING 1 ROOF MECHANICAL DEMOLITION PLAN		
M101	TEST AND BALANCE HVAC PLAN – 1 ST FLOOR CORE “A.”		
M102	TEST AND BALANCE HVAC PLAN – 1 ST FLOOR CORE “B.”		
M103	TEST AND BALANCE HVAC PLAN – 2 ND FLOOR CORE “A.”		
M104	TEST AND BALANCE HVAC PLAN – 2 ND FLOOR CORE “B.”		
M105	TEST AND BALANCE HVAC PLAN – ENLARGED MECHANICAL ROOMS		
M106	TEST AND BALANCE HVAC PLAN – ENLARGED MECHANICAL ROOMS		
M107	TEST AND BALANCE HVAC PLAN – ENLARGED MECHANICAL ROOMS		
M108	TEST AND BALANCE HVAC PLAN – ENLARGED MECHANICAL ROOMS		
M109	TEST AND BALANCE HVAC PLAN – ENLARGED MECHANICAL ROOMS		
M110	TEST AND BALANCE HVAC SCHEDULES		
M111	TEST AND BALANCE SCHEDULES		
M112	BUILDING 1 OVERALL ROOF PLAN MECHANICAL		
M401	BUILDING 1 MECHANICAL PLAN		
M402	BUILDING 1 MECHANICAL PLAN		
M403	BUILDING 1 ROOF PLAN MECHANICAL PLAN		
M501	MECHANICAL DETAILS		
M502	MECHANICAL DETAILS		

M601	SCHEDULES		
E001	NOTES, LEGEND, SCOPE, AND NOTES	1	02/26/19
DE101	BUILDING 1 OVERALL ELECTRICAL DEMOLITION PLAN	1	02/26/19
DE102	BUILDING 1 OVERALL ROOF ELECTRICAL DEMOLITION PLAN	1	02/26/19
DE401	BUILDING 1 ELECTRICAL DEMOLITION PLAN	1	02/26/19
DE402	BUILDING 1 ROOF ELECTRICAL DEMOLITION PLAN	1	02/26/19
E101	BUILDING 1 OVERALL ELECTRICAL PLAN	1	02/26/19
E102	BUILDING 1 OVERALL ROOF ELECTRICAL PLAN	1	02/26/19
E401	BUILDING 1 ELECTRICAL PLAN	1	02/26/19
E402	BUILDING 1 ROOF ELECTRICAL PLAN	1	02/26/19
E403	BUILDING 1 ART LAB REFLECTED CEILING PLAN & DETAILS	1	02/26/19
E601	PANEL SCHEDULES	1	02/26/19
E602	RISER DIAGRAM		
P001	NOTES, LEGEND, SCOPE, AND NOTES		
P101	BUILDING 1 OVERALL PLUMBING PLAN		
P102	BUILDING 1 OVERALL PLUMBING ROOF PLAN		
DP401	BUILDING 1 PLUMBING DEMOLITION PLAN		
P401	BUILDING 1 PLUMBING PLAN AND DETAILS		

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 4 - Masonry
- Division 5 - Metals
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors & 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 \$2,620,187.00

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.

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 Final Completion:

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

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

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 Liquidated Damages for Final Completion:

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:
\$ 500
Five Hundred Dollars

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

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

Each Milestone Five Hundred Dollars \$500.00 per day

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

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

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

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

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.

5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

ARTICLE 6. TIME AND DELAYS.

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
 - 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
 - 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
 - 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
 - 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
 - 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
 - 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
 - 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or

extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.

- 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 7. CONTRACT BONDS

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

ARTICLE 8. NOTICES

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

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Tremayne White

	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	Burke Construction Group, Inc.	10145 NW 19th Street Doral FL 33172
Surety's Agent:	Philadelphia Indemnity Insurance Company	One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950
Project Consultant:	SONG & ASSOCIATES, INC.	1545 Centrepark Drive North West Palm Beach, FL 33401

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

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

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

9.02 **e-Builder.** The Contractor shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes. Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

9.02.01 **Forms Module.** The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

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

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

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

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

(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of
Schools

OWNER

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA


Donna P. Korn, Chair

Approved as to form and legal content


Office of the General Counsel



CONTRACTOR

BURKE CONSTRUCTION GROUP, INC.

[Signature]

, Secretary
Or -

Witness

By [Signature]

Anthony Burke, President

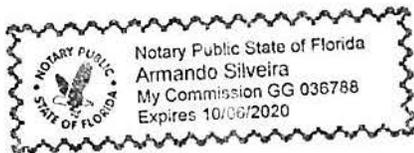
Witness

CONTRACTOR NOTARIZATION

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8/31/20 (date) by Anthony Burke (name of officer or agent, title of officer or agent) of Principal (name of corporation acknowledging), a Burke Construction Group (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



[Signature]

Notary Public

ARMANDO SILVEIRA

Name typed, printed or stamped

My Commission Expires: 10/6/20

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.

[Signature]
Gicelle Pajon

SURETY: Philadelphia Indemnity Insurance Company

By: *[Signature]*
Its: Charles J. Nielson, Atty.-In-Fact
Date: 9/9/2020

STATE OF Florida
COUNTY OF Miami-Dade



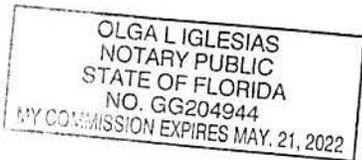
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9/9/2020 (date) by Charles J. Nielson (name of officer or agent, title of officer or agent) of Philadelphia Indemnity Insurance Company (name of corporation acknowledging) , a PA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (Personally Known) (type of identification) as identification.

[Notary Seal]

[Signature]
Notary Public

Olga Iglesias
Name typed, printed or stamped

My Commission Expires: _____



END OF DOCUMENT

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

Power of Attorney

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

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

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

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

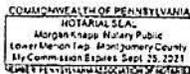
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

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

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



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9 day of September, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-2./ Construction Bid Recommendation of \$500,000 or Greater
ITB FY20-083
Park Trails Elementary School, Parkland
Burke Construction Group, Inc.
SMART Program Renovations
Project No. P.002116

School Board Meeting: 10/06/2020

The financial impact of this item is \$2,620,187

- () This project has not been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). These funds in the amount of \$_____ will come from the Capital Projects Reserve.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is no impact to the project budget.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is no current impact to the project budget. There is a potential future impact to the project budget.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is an additional impact to the project budget. These funds in the amount of \$_____ will come from the Capital Projects Reserve.

OS

Comments: This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is an additional impact to the project budget. These funds in the amount of \$1,270,690 will come from the Capital Projects Reserve. This increases the project budget from \$2,314,000 to \$3,584,690.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

Omar Shim

9/21/2020

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.