

EXECUTIVE SUMMARY

Termination Without Cause of the Construction Services Agreement
Gilbane Building Company
Northeast High School, Oakland Park
Project No. P.001684
SMART Program Renovations
RFQ 16-194C

PROJECT OVERVIEW:

Delivery Method:	Construction Management at Risk
Architect:	ACAI Associates Inc.
Contractor:	Gilbane Building Company

GENERAL OVERVIEW:

This item requests approval of Termination Without Cause of the Construction Services Agreement between The School Board of Broward County, Florida (“Board”) and Gilbane Building Company (“Gilbane”). The Board and Gilbane shall hereinafter collectively be referred to as the “Parties.”

The Parties entered into a contract for Construction Services Agreement (“Agreement”) on November 1, 2016 (Agenda Item JJ-5), for Northeast High School, Project No. P.001684, RFQ 16-194C (“Project”). Services to be provided pursuant to the Agreement included Pre-Construction Phase Services, Bid and Award Phase Services, Construction Phase Services, Closeout Services, and Warranty Services associated with the scope of work defined and to be developed to include, single point of entry, safety/security upgrades, fire sprinklers, fire alarm, weight room renovation, STEM lab improvements, HVAC improvements, electrical improvements, re-roofing, ADA renovations related to educational adequacy, and other items that may be required to execute the Board approved scope.

At the Special School Board Meeting held on September 26, 2017 (Agenda Item JJ-14), the Board approved Guaranteed Maximum Price (“GMP”) Amendment 1 with Gilbane for the Single Point of Entry scope of work at Northeast High School. The Notice to Proceed was issued on October 12, 2017 and the work for this project was completed on November 27, 2018.

Subsequently, staff began discussions pertaining to GMP Amendment 2 (“GMP 2”). The Parties did not achieve an agreeable GMP 2, and staff found that GMP 2 was unacceptable pursuant to Article 6.4 of the Agreement. Staff recommends Termination Without Cause with Gilbane, as set forth in Article 36.1 of the Agreement. This recommendation is made with the understanding that Gilbane agrees to waive all fees and costs to which it may otherwise be entitled to receive pursuant to, as set forth in the Notice of Intent to Recommend Termination Without Cause letter, dated June 10, 2019 (see Exhibit 2).

A successor Contractor will be awarded, and the Agreement will be presented to the Board at a future date.