



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE

AGENDA ITEM

CATEGORY

DEPARTMENT

Special Order Request  
 Yes  No

Time

Open Agenda  
 Yes  No

ITEM No.:

**TITLE:**  
 Construction Bid Recommendation of \$500,000 or Greater - ITB FY20-177 - Virginia Shuman Young Montessori (f.k.a Virginia Shuman Young ES) - Fort Lauderdale - Advanced Roofing, Inc. - SMART Program Renovations - Project No. P.002000

**REQUESTED ACTION:**  
 Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc. for the lump sum amount of \$3,820,306 and approve additional funding in the amount of \$2,904,230.

**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 this item is \$3,820,306. This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$2,904,230 will come from the Capital Projects Reserve. This increases the project budget from \$1,724,00 to \$4,628,230.

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

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

**SOURCE OF ADDITIONAL INFORMATION:**

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

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

Frank Girardi - Executive Director

Signature

Approved In Open Board Meeting On: **JUN 23 2020**  
 By: *Donna Kohn*  
 School Board Chair

# EXHIBIT 1

## EXECUTIVE SUMMARY

**Construction Bid Recommendation of \$500,000 or Greater**

**ITB FY20-177**

**Virginia Shuman Young Montessori (f.k.a. Virginia Shuman Young Elementary School), Fort Lauderdale**

**Advanced Roofing, Inc.**

**SMART Program Renovations**

**Project No. P.002000**

**PROJECT OVERVIEW:**

<b>Delivery Method:</b>	<b>Design/Bid/Build</b>
<b>Architect:</b>	<b>Nyarko Architectural Group, Inc.</b>
<b>Contractor:</b>	<b>Advanced Roofing, Inc.</b>
<b>Notice to Proceed Date:</b>	<b>Pending Board Approval</b>
<b>Original Funding Allocation:</b>	<b>See below</b>

**GENERAL OVERVIEW:**

This item is requesting authorization to award a Lump Sum Contract for construction of the Virginia Shuman Young Montessori SMART Program Renovations to Advanced Roofing, Inc., in the amount of \$3,820,306. The scope of work for this project includes, but is not limited to, fire alarm, building envelope improvements, and HVAC improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on May 21, 2020 from a total of seven (7) bidders. This bid was advertised on March 26, 2020 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
17	8	7	2

Procurement and Warehousing Services has recommended the award of the project to Advanced Roofing, 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 Virginia Shuman Young Montessori exceeds the available funds and requires additional funding in the amount of \$2,904,230 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	\$392,000	\$392,000	\$0
Construction Contract	\$1,180,000	\$3,820,206	\$2,640,206
Construction Contingency (10%)*	\$118,000	\$382,024	\$264,024
Construction Misc.**	\$34,000	\$34,000	\$0
Furnishings	\$0	\$0	\$0
<b>Total</b>	<b>\$1,724,000</b>	<b>\$4,628,230</b>	<b>\$2,904,230</b>

\*Reserved for future use if required

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

Note: Bid is 8.2% over the Atkins Estimate. Net Change is 168% over the Previous Amount.

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with HVAC improvements that will require approximately \$1.5M of additional funds. The building envelope improvements will require approximately \$1.07M of additional funds. The fire alarm will require approximately \$70K 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 Advanced Roofing, Inc. is the most cost-effective means of delivering this project.

Advanced Roofing, Inc. is not a certified Minority/Women Business Enterprise (M/WBE). However, Advanced Roofing, Inc. has committed to M/WBE Participation of 12.01% 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 #: FY20-177 Tentative Board Meeting Date\*: TBD

Hard Bid Title: VIRGINIA SHUMAN YOUNG ELEMENTARY SCHOOL # Notified: 1605 # Downloaded: 38  
SMART PROGRAM RENOVATIONS # of Responses Rec'd: 7 # of "No Bids": 0

For: OFFICE OF FACILITIES AND CONSTRUCTION ITB Opening Date : May 21, 2020  
(School/Department)

Fund: SMART Advertised Date: March 26, 2020

**POSTING OF ITB RECOMMENDATION/TABULATION:** ITB Recommendations and Tabulations will be posted at **Procurement and Warehousing Services Department** and [www.Demandstar.com](http://www.Demandstar.com) on June 1, 2020 @ 11:30 AM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

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

**RECOMMENDATION TABULATION**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY20-177 – VIRGINIA SHUMAN YOUNG ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON MARCH 26, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
17	8	7	2

**PROPOSALS RECEIVED:**

BIDDER	CERTIFICATION
ADVANCED ROOFING, INC.	
BURKE CONSTRUCTION GROUP, INC.	
FHP TECTONICS, CORP.	
LEGO CONSTRUCTION CO.	S/MBE - HA
OAC ACTION CONSTRUCTION, CORP.	S/MBE - HA
WEST CONSTRUCTION, INC.	
CURRENT BUILDERS, 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:

**ADVANCED ROOFING, INC.**

By: *Luis E. Perez* Date: 6/1/2020  
(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.



PAGE: 2  
ITB\_FY20-177  
VIRGINIA SHUMAN YOUNG ELEMENTARY SCHOOL- SMART PROGRAM RENOVATIONS

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

**BID REJECTIONS:**

IN ACCORDANCE WITH RULE II SECTION D.1 OF SCHOOL BOARD POLICY 3320, "THE SCHOOL BOARD SHALL HAVE THE AUTHORITY TO REJECT ANY OR ALL PROPOSALS SUBMITTED IN RESPONSE TO ANY COMPETITIVE SOLICITATION AND REQUEST NEW PROPOSALS OR PURCHASE THE REQUIRED COMMODITIES OR CONTRACTUAL SERVICES IN ANY OTHER MANNER AUTHORIZED BY 6A-1.012(F.A.C.)".

IT IS RECOMMENDED THAT THE BID RECEIVED FROM CURRENT BUILDERS, INC. BE REJECTED AS BEING NON-RESPONSIVE FOR FAILURE TO COMPLY WITH THE MINIMUM M/WBE PROGRAM REQUIREMENTS REQUIRED BY THE BID DOCUMENTS – DOCUMENT #00101 – ADVERTISEMENT FOR BIDS. CURRENT BUILDERS, INC. SUBMITTED THE REQUIRED DOCUMENTATION, BUT THE PROPOSED SUBCONTRACTOR IS NOT SBBC-CERTIFIED.

By: \_\_\_\_\_ *Luis E. Perez* \_\_\_\_\_ Date: 6/1/2020  
(Purchasing Agent)

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**Young, Virginia Shuman Elementary School**

**Adopted District Educational Facilities Plan**

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

**SMART Program**

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Safety & Security	Yr4	107,758 *	211,242 *			319,000	Fire Alarm
Renovation	Yr4	273,280 *	535,720 *			809,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr4	201,329 *	394,671 *			596,000	HVAC Improvements
Renovation	Yr4	100,000				100,000	School Choice Enhancement
SMART Program Sub-Total		682,367	1,141,633	0	0	1,824,000	

**Completed**

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr1	50,000				50,000	Music Equipment Replacement
SMART	Yr3	20,000				20,000	CAT 6 Data port Upgrade
SMART	Yr3	64,000				64,000	Wireless Network Upgrade
SMART	Yr3	145,000				145,000	Additional computers to close computer gap
SMART	Yr3	43,000				43,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
Completed Sub-Total		322,000	0	0	0	322,000	
School Total		1,004,367	1,141,633	0	0	2,146,000	

\*Project Scope Included:  
 Year 4 total scope \$582,367  
 Year 6 total scope \$1,141,633  
 Total value of scope \$1,724,000

NOTE: Funding provided for all schools to achieve the district standard for Single Point of Entry.



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

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this 23<sup>rd</sup> day of June, 2020 by and between

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

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

**ADVANCED ROOFING, 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.:	FY20-177
Project No.:	P.002000
Location No.:	3321
Project Title:	SMART Program Renovations
Facility Name:	Virginia Shuman Young Elementary School

Scope of Work: Work of this Contract comprises the general construction of, but not limited To:

- The Aluminum Covered Walkway Repairs.
- Re-roofing to Buildings 1, 2, 3, 4, 5, 6, 7, & 8.
- Mechanical Improvements to include fan coil replacement for buildings 1, 4, & 5, AHU replacement for buildings 2, 3, & 6 and roof condenser replacement for building 3.

Constructed pursuant to drawings, specifications and other design documents prepared by NYARKO ARCHITECTURAL GROUP, 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:

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Date</b>
--	Cover Sheet	1b	2-25-19
A-0.00	General Notes	1b	2-25-19
A-01.1	General Scope of Work		
A-1.00	Aluminum Canopy	1b	2-25-19
A-1.01	Aluminum Repair		
A-2.00	BLDG 1- 1st Floor		
A-2.01	BLDG 1- 1st Floor		
A-2.02	BLDG 1- 2nd Floor	1c	2-25-19
A-2.03	BLDG 1- 2nd Floor	1c	2-25-19
A-2.04	BLDG 2	1c	2-25-19
A-2.05	BLDG 3	1c	2-25-19
A-2.06	BLDG 3		
A-2.07	BLDG 4		
A-2.08	BLDG 4		
A-2.09	BLDG 5- 1st Floor		
A-2.10	BLDG 5- 2nd Floor		
A-2.11	BLDG 6- 1st Floor		
A-2.12	BLDG 1 RCP		
A-2.13	BLDG 1 RCP	1c	2-25-19
A-2.14	BLDG 3 RCP		
A-2.15	BLDG 4 RCP		
A-2.16	BLDG 4 RCP		
A-2.17	BLDG 5 RCP		

A-2.18	BLDG 5 RCP		
A-2.19	Overall Safety Key Plan	2b	4-10-19
A-2.20	Overall Safety Key Plan	2b	4-10-19
A-3.00	Overall Roofing Plan	1b	2-25-19
A-3.00A	General Roofing Notes	2b	4-10-19
A-3.01	Building 1 & 6 Roofing Plan	1c	2-25-19
A-3.02	Building 2 Roofing Plan	1c	2-25-19
A-3.03	Building 3 & 7 Roofing Plan	1c	2-25-19
A-3.04	Building 4 +5 + 8 Roofing Plan	1c	2-25-19
A-3.05	Building 1 & 6 Roofing Plan	1c	2-25-19
A-3.06	Building 2 Roofing Plan	1c	2-25-19
A-3.07	Building 3 & 7 Roofing Plan	1c	2-25-19
A-3.08	Building 4 +5 + 8 Roofing Plan	1c	2-25-19
A-3.09	Roof Details A	1b	2-25-19
A-3.10	Roof Details B		
A-3.11	Roof Details C	1b	2-25-19
A-3.12	Roof Details D	1c	2-25-19
A-3.13	Roof Details E		
A-3.14	Roof Guardrail		
S-0.0	General Notes	1b	2-25-19
S-1.0	General Scope of Work		
S-2.0	Wind Pressures		
S-3.0	Details	1a	2-25-19
S-3.1	Overall Roof Plans/Guardrail		
S-3.2	Details	1b	2-25-19
M-0.00	Symbol Legend	1b	2-25-19
M-0.01	HVAC, Equipment Schedules	1b	2-25-19
M-0.02	HVAC, Equipment Schedules	1a	2-25-19
M-0.03	Not Used		
M-1.00	CHW Pipe Routing Plan Demo		
M-1.01	BLDG 1 – 1st Floor Demo		
M-1.02	BLDG 1 – 2ND Floor Demo		
M-1.03	BLDG 2 - Demo		
M-1.04	BLDG 3 - Demo		
M-1.05	BLDG 4 &6 - Demo		
M-1.06	BLDG 5 - Demo		
M-1.07	HVAC - Demo		
M-2.00	CHW Pipe Routing Plan Improv		
M-2.01	BLDG 1 – 1st Floor Improv		
M-2.02	BLDG 1 – 2ND Floor Improv	1b	2-25-19
M-2.03	BLDG 2 – Improv	1b	2-25-19
M-2.04	BLDG 3 – Improv	1b	2-25-19
M-2.05	BLDG 4 & 6 – Improv	1b	2-25-19
M-2.06	BLDG 5 – Improv	1b	2-25-19
M-2.07	Roof Plan		
M-3.01	HVAC Enlarged Mechanical Rooms	1b	2-25-19
M-3.02	HVAC Enlarged Mechanical Rooms	1b	2-25-19

M-3.03	HVAC Enlarged Mechanical Rooms	1b	2-25-19
M-4.01	Control Schematics	1a	2-25-19
M-4.02	Control Schematics	1a	2-25-19
M-5.01	Details	1a	2-25-19
M-5.02	Details	1b	2-25-19
E-0.00	General Notes/ Symbols	1b	2-25-19
E-1.01	Elec, BLDG 1 1st Floor Demo		
E-1.02	Elec, BLDG 1 2ND Floor Demo		
E-1.03	Elec, BLDG 2 Demo		
E-1.04	Elec, BLDG 3 Demo		
E-1.05	Elec, BLDG 4 Demo		
E-1.06	Elec, BLDG 5 Demo		
E-1.07	Elec, BLDG 6+7 Demo		
E-1.08	Elec, Roof Demo Plan		
E-2.01	Elec, BLDG 1 1st Floor Improv	2b	4-10-19
E-2.02	Elec, BLDG 1 2nd Floor Improv	2b	4-10-19
E-2.03	Elec, BLDG 2 Improv	2b	4-10-19
E-2.04	Elec, BLDG 3 Improv	2b	4-10-19
E-2.05	Elec, BLDG 4 Improv	2b	4-10-19
E-2.06	Elec, BLDG 5 Improv	2b	4-10-19
E-2.07	Elec, BLDG 6+7 Improv	2b	4-10-19
E-2.08	Elec, Roof Improv Plan	1b	2-25-19
E-2.09	Overall Roof Plan	2b	4-12-19
E-2.10	Overall Roof Plan	2b	4-10-19
E-3.01	Elec, Enlarged Mechanical Plans	1b	2-25-19
E-3.02	Elec, Enlarged Mechanical Plans		
E-4.01	Elec, Panel Schedules		
E-4.02	Elec, Fire Alarm Riser Diagram		
E-4.03	Elec, Fire Alarm Riser Diagram	2b	4-10-19
E-5.01	Elec, Fire Alarm Riser Diagram		
E-6.01	Electrical	1b	2-25-19

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 4 - Masonry
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- 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 \$ 3,820,306.00

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:

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

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

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

**4.04 Liquidated Damages for Substantial Completion:**

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

Each Milestone Five Hundred Dollars \$500.00 per day

4.04.03 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

#### **ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

##### **5.01 Substantial Completion:**

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

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

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

##### **5.02 Final Completion:**

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

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

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

5.03 **Liquidated Damages for Final Completion:**

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:  
\$ 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
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5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8. NOTICES**

- 8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or

overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

<b>Party:</b>		<b>Address:</b>
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Shameer Mohamed
	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:	Advanced Roofing, Inc.	1950 NW 22 <sup>nd</sup> Street Fort Lauderdale FL 33311
Surety's Agent:	The Guarantee Company of North America USA	One Towne Square Suite 1470 Southfield, Michigan 48076
Project Consultant:	NYARKO ARCHITECTURAL GROUP, INC.	5931 NW 173 Drive Suite 2 Miami, FL 33015

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.

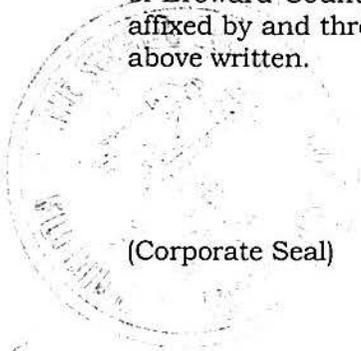
9.02.04 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual 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](mailto:eBuilderLicense@browardschools.com). Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor.

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

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



(Corporate Seal)

**OWNER**

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

A handwritten signature in cursive script, appearing to read "Donna P. Korn", is written over a horizontal line.

Donna P. Korn, Chair

ATTEST:

A large, stylized handwritten signature in cursive script, appearing to read "Robert W. Runcie", is written over a horizontal line.

Robert W. Runcie, Superintendent of  
Schools

Approved as to form and legal content

A handwritten signature in cursive script, appearing to read "McConney", is written over a horizontal line.

Office of the General Counsel



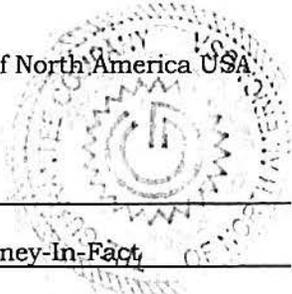
**SURETY ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

**SURETY:** The Guarantee Company of North America USA

William Griffin  
William Griffin  
Michael Marino  
Michael Marino

By: K.T.W.  
**Its:** Kevin T. Walsh Jr., Attorney-In-Fact  
**Date:** June 4, 2020



STATE OF NEW JERSEY  
COUNTY OF SUSSEX

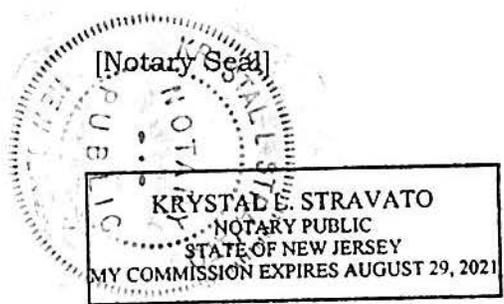
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this June 4, 2020 (date) by Kevin T. Walsh Jr. (name of officer or agent, title of officer or agent) of The Guarantee Company of North America USA (name of corporation acknowledging) , a Michigan (state or place of incorporation) corporation, on behalf of the corporation. He/~~she~~ is personally known to me or has produced N/A (type of identification) as identification.

[Signature]

Notary Public  
Krystal L. Stravato

Name typed, printed or stamped

My Commission Expires: August 29, 2021



**END OF DOCUMENT**



**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin T. Walsh Jr., Krystal L. Stravato, Thomas MacDonald, Edward Reilly,  
American Global of New Jersey LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4<sup>th</sup> day of June 2020

Randall Musselman, Secretary

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-3./ Construction Bid Recommendation of \$500,000 or Greater  
ITB FY20-177  
Virginia Shuman Young Montessori  
(f.k.a. Virginia Shuman Young Elementary School), Fort Lauderdale  
Advanced Roofing, Inc.  
SMART Program Renovations  
Project No. P.002000

School Board Meeting: 06/23/2020

The financial impact of this item is \$3,820,306

- ( ) This project has not been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). These funds in the amount of \$\_\_\_\_\_ will come from the Capital Projects Reserve.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is no impact to the project budget.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is no current impact to the project budget. There is a potential future impact to the project budget.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$\_\_\_\_\_ will come from the Capital Projects Reserve.

(X) Comments: This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$2,904,230 will come from the Capital Projects Reserve. This increases the project budget from \$1,724,000 to \$4,628,230.

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director



6/11/2020

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.