AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

4 4 4 4	- SCHOOL BOARD OF BROWARD	COUNTY, FLORIDA		
MEETING DATE	2020-08-19 10:05 - Regular School	Board Meeting	Special Orde	타고 기계 16시간 등을 보고 있는데 가를 잃었다.
ITEM No.: AGENDA ITEM	ITEMS			● No
JJ-2. CATEGORY	JJ. OFFICE OF FACILITIES & CON	ISTRUCTION	Time	Э
DEPARTMENT	Facilities Construction		Open Ag	AS THE PART OF MARKET
TITLE:			→ Yes	O No
	00 or Greater - ITB FY20-213 - Gulfstream Ear m Renovations - Project No. P.002055	rly Childhood Center of Excellen	ce (f.k.a. Gulfstream MS) - Hallandale
REQUESTED ACTION:				
scope and approve additional funding in the a	onstruction Agreement to Grace & Naeem Udd mount of \$1,584,000. The funds for the remov #1 for School Choice Enhancement Program A	ed scope of work will remain in t	the project and be utilize	d for the
SUMMARY EXPLANATION AND BA	ACKGROUND:			
Scope of Work: See Executive Summary (Exhaus Agreement has been reviewed and approsent to the School Board Goals: Goal 1: High Quality Instruction	oved as to form and legal content by the Office		3: Effective Comm	nunication
ALEXANDE, LONG VERSE CONTENTS DESCRIBED AND ADVISOR OF THE SECTION				
2019). There is an additional impact to the pro-	4,850,000. This project has been appropriated ject budget. The funds for the removed scope will come from the Capital Projects Reserve. The	of work will remain in the project	t and be utilized for the o	verages.
100 275 CC 000 000 000 100 00 000 100 00 000 100 00	lation Tabulation (3) ADEFP (4) Agreem	and (E) Callabandia a Farm		
(1) - 1.33an 3 Gammary (2) (1000)	audit (a) ADEFF (4) Agreem	iem (5) Collaboration Form		
BOARD ACTION:	SOURCE OF ADDITIONAL	INFORMATION:		
APPROVE	Name: Phil D. Kaufold, Di	irector, Construction	Phone: 754-32	1-1532
(For Official School Board Records Office Only	Name: Daniel Jardine, Di	rector, CBRE I Heery	Phone: 754-32	1-4850
THE SCHOOL BOARD OF BR Senior Leader & Title Frank Girardi - Executive Director	OWARD COUNTY, FLORIDA	Approved In Open Board Meeting On:	AUG 1 9 202	20
Trank Girarui - Executive Director		Ву:	Dana 9	1 Jan
Signature			School Board Cl	hajir
Frank L. Gi 8/10/2020, 3:28	The state of the s			0
0/10/2020, 3.20	J.UJ PIVI			

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

EXECUTIVE SUMMARY

Construction Bid Recommendation of \$500,000 or Greater ITB FY20-213

Gulfstream Early Childhood Center of Excellence (f.k.a. Gulfstream Middle School), Hallandale Grace & Naeem Uddin, Inc.

SMART Program Renovations P.002055 and ADA Restroom Renovations P.002360

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build	
Architect:	Silva Architects, LLC	
Contractor:	Grace & Naeem Uddin, 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 Gulfstream Early Childhood Center of Excellence SMART Program Renovations to Grace & Naeem Uddin, Inc., in the amount of \$4,850,000. The scope of work for this project includes, but is not limited to, fire alarm, improvements to Building 4 (to include re-roofing, new bathrooms and exterior doors, new louvers, a new mechanical unit, and walkway cover replacement), building envelope improvements, HVAC improvements, and ADA restroom renovations for Building 9 – Add Alternate #1. Staff determined it would more cost effective and efficient to use the same contractor to perform both scopes of work. Funding for the ADA restroom renovations will come from the School Choice Enhancement Program in the amount of \$51,000. The following scope of work is no longer required for this campus: art room renovation and equipment; conversion of existing space to music and/or art lab(s); music room renovation; and media center improvements. The funds for the previously referenced scope of work will remain in the project and be utilized for the overages associated with fire alarm and building envelope improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on June 25, 2020 from a total of six (6) bidders. This bid was advertised on April 29, 2020 with the summary below:

Potential Prequalified	Potential Prequalified M/WBE	Proposals	Proposals Received From M/WBE Planholders
Planholders	Planholders	Received	
27	18	6	3

Procurement and Warehousing Services has recommended the award of the project to Grace & Naeem Uddin, 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 Gulfstream Early Childhood Center of Excellence exceeds the available funds and requires additional funding in the amount of \$1,584,000 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	\$774,000	\$774,000	\$0
Construction Contract	\$3,410,000	\$4,850,000	\$1,440,000
Construction Contingency (10%)*	\$341,000	\$485,000	\$144,000
Construction Misc.**	\$296,000	\$296,000	\$0
Furnishings	\$0	\$0	\$0
Total	\$4,821,000	\$6,405,000	\$1,584,000

^{*}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 15.7% under the Atkins Estimate. Net Change is 33% over the Previous Amount.

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with building envelope improvements that will require approximately \$2.2M of additional funds. The fire alarm will require approximately \$400K of additional funds. The Single Point of Entry will require approximately \$200K of additional funds. The funds from the art room renovation and equipment, music room renovation, and media center improvements resulted in a positive financial impact in the amount of \$1.369M that will be used to absorb previously referenced overages.

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 Grace & Naeem Uddin, Inc. is the most cost-effective means of delivering this project.

Grace & Naeem Uddin, Inc. is a certified Minority/Women Business Enterprise-Hispanic American (M/WBE-HA) and has committed to M/WBE Participation of 54.19% for this project.

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

For the latest Bond Oversight Committee Quarterly Report information regarding this project click here.

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Procurement & Warehousing Services

EXHIBIT 2 RECOMMENDATION TABULATION

ITB#:	FY20-213	Tentative Board Meeting	Date*:	TBD	
Hard Bid Title:	GULFSTREAM EARLY CHILDHOOD CENTER OF EXCELLENCE	# Notified:	1669	# Downloaded: 55	
	SMART PROGRAM RENOVATIONS	# of Responses Rec'd:	6	# of "No Bids":0	
For:	OFFICE OF CAPITAL PROGRAMS	ITB Opening Date :	June 25	, 2020	
Fund:	(School/Department) SMART	Advertised Date:	April 29	9, 2020	

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on July 08, 2020 @ 10:30 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 GULFSTREAM EARLY CHILDHOOD CENTER OF EXCELLENCE SMART PROGRAM RENOVATIONS ON APRIL 29, 2020, THE BID OPENING WAS ON JUNE 25, 2020. THE PARTICIPATION SUMMARY IS LISTED BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS		PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
27	18	6	3

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION		
OAC ACTION CONSTRUCTION CORP.	SMBE- HA		
WEST CONSTRUCTION, INC.	NONE		
GRACE & NAEEM UDDIN, INC.	SMWBE-HA		
LEGO CONSTRUCTION CO.	SMBE- HA		
BURKE CONSTRUCTION GROUP, INC.	NONE		
JOHNSON-LAUX CONSTRUCTION, LLC	NONE		

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

GRACE & NAEEM UDDIN, INC.

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

By:	Paulette Hemmings Turner	Date:	07/08/2020	
-	(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.

4, 2019

Gulfstream Early Learning Center of Excellence

	744 V 4774 V V 1		•				
40004000	Original	Program	Program	Program	Program	2000	
Project	Program Year	Years 1-5	Year 6	Year 7	Year 8	Total	Scope

			SMAF	T Progr	am		
Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Safety & Security	Yr2	125,707*	361,293*			487,000	Fire Alarm
Music & Art Equipment	Yr2	100,000				100,000	Music Equipment Replacement
Music & Art	Yr2	85,000				85,000	Art Room Renovation and Equipmen
Music & Art	Yr2	606,000				606,000	Conversion of Existing Space to Music and/or Art Lab(s)
Music & Art	Yr2	521,000				521,000	Music Room Renovation
Renovation	Yr2	21,166*	60,834*			82,000	Replacement of building 4
Renovation	Yr2	100,000				100,000	School Choice Enhancement
Renovation	Yr2	416,990*	702,010*			1,119,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr2	534,569*	1,154,431*			1,689,000	HVAC Improvements
Renovation	Yr2	157,000				157,000	Media Center improvements
SMART Program	1 Sub-Total	2,667,432	2,278,568	0	0	4,946,000	

			Co	mpleted	Ĺ		
Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
DEFP	Yr1	48,492				48,492	Install a new ADA wheelchair lift to access the stage.
SMART	Yr3	89,000				89,000	Wireless Network Upgrade
SMART	Yr3	46,000				46,000	Additional computers to close computer gap
Completed	Sub-Total	183,492	0	0	0	183,492	
School Total		2,850,924	2,278,568	0	0	5,129,492	

^{*}Projct Scope Included:

Year 2 total scope \$2,467,432

Year 6 total scope \$2,278,568

Total value of scope \$4,746,000

Total value of scope inclluding \$75,000 for SPE is \$4,821,000.

Note 1: The following scope of work is no longer required for this campus: art room renovation and equipment; conversion of existing space to music and/or art lab(s); music room renovation; and media center improvements. The funds for the previously referenced scope of work will remain in the project.

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

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 19th day of August 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinaster referred to as "Owner" and

GRACE & NAEEM UDDIN, INC.

(Hereinaster referred to as "Contractor").

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

Bid No.:

FY20-213

Project No.:

P.002055

Location No.:

5641

Project Title:

SMART Program Renovations

Facility Name:

Gulfstream Early Childhood Center of

Excellence

Scope of Work: Generally, the work consists of but is not limited to:

- Building Envelope Improvements (Roofing, Windows, Exterior Walls, etc.)
 a. Walkway Cover Replacement
- 2) Renovations to Building 4
- 3) Fire Alarm
- 4) HVAC Improvements
- 5) ADA restroom renovations for Building 9- Alternate 1

Constructed pursuant to drawings, specifications and other design documents prepared by Silva Architects (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 No	Date
PH-101	PHASING PLAN		
LS-1.01	LIFE SAFETY PLAN	Rev 1	(6-11-2019)
A-1.01 A-1.02 A-1.03 A-2.01 A-2.02 A-2.03 A-2.04 A-2.05 A-2.06 A-2.07 A-2.08 A-2.09 A-2.10	SITE DEMOLITION PLAN	Rev 1	(6-11-2019) (1-21-2019) (6-11-2019) (6-11-2019) (6-11-2019) (6-11-2019)
A-2.11	OVERALL ROOF PLAN		
D-2.12 D-2.13 D-2.14	DEMOLITION ROOF PLAN - SECTO DEMOLITION ROOF PLAN - SECTO DEMOLITION ROOF PLAN - SECTO	OR B Rev 1	(1-21-2020)

D-2.15 D-2.16	DEMOLITION ROOF PLAN - SECTOR D Rev 1 (1-21-2020) DEMOLITION ROOF PLAN - SECTOR E Rev 1 (1-21-2020)
A-2.12	PROPOSED ROOF PLAN - SECTOR A Rev 1 (1-21-2020)
A-2.13	PROPOSED ROOF PLAN - SECTOR B Rev 1 (1-21-2020)
A-2.14	PROPOSED ROOF PLAN - SECTOR C Rev 1 (1-21-2020)
A-2.15	PROPOSED ROOF PLAN - SECTOR D Rev 1 (1-21-2020)
A-2.16	PROPOSED ROOF PLAN - SECTOR E Rev 2 (1-21-2020)
A-2.17	PROPOSED REFLECTED CEILING PLAN - SECTOR A
A-2.18	PROPOSED REFLECTED CEILING PLAN - SECTOR B Rev 1 (1-21-2020)
A-2.19	PROPOSED REFLECTED CEILING PLAN - SECTOR C
A-2.20	PROPOSED REFLECTED CEILING PLAN - SECTOR D
A-2.21	PROPOSED REFLECTED CEILING PLAN - SECTOR E
A-3.01	BUILDING ELEVATIONS
A-3.02	BUILDING ELEVATIONS
A-3.03	BUILDING ELEVATIONS
A-3.04	BUILDING ELEVATIONS
A-3.05	BUILDING ELEVATIONS
A-3.06	BUILDING ELEVATIONS
A-3.07	BUILDING ELEVATIONS
A-3.08	BUILDING ELEVATIONS
A-3.09	BUILDING ELEVATIONS
A-3.10	BUILDING ELEVATIONS
A-3.11	BUILDING ELEVATIONS
A-7.01	ROOF DETAILSRev 2 (1-21-2020)
A-7.02	ROOF DETAILSRev 2 (1-21-2020)
A-7.03	ROOF DETAILSRev 2 (1-21-2020)
A-8.01	ENLARGED RESTROOM PLANS & DETAILSRev 1 (6-11-2019)
A-8.02	Door Sched, Door Details, Finish Sched, & Misc Details Rev 1 (6-11-
2019)	
A-8.03	CEILING DETAILS
A-8.04	WALL DETAIL Addendum 10 (6-10-2020)
S-1	PROPOSED PLAN - SECTOR A
S-2	PROPOSED PLAN - SECTOR B
S-3	PROPOSED PLAN - SECTOR C
S-4	PROPOSED PLAN - SECTOR D
S-5	PROPOSED PLAN - SECTOR E
S-6	PROPOSED ROOF PLAN - SECTOR A
S-7	PROPOSED ROOF PLAN - SECTOR B
S-8	PROPOSED ROOF PLAN - SECTOR C
S-9	PROPOSED ROOF PLAN - SECTOR D
S-10	PROPOSED ROOF PLAN - SECTOR E

P-0.00 PLUMBING LEGEND, NOTES, AND SCHEDULES Rev 1 (6-11-2019) P-1.01 OVERALL PLAN P-3.01 PLUMBING ENLARGED PLANS & RISERS P-6.01 PLUMBING DETAILS M-0.00 HVAC LEGEND, NOTES, AND SYMBOLS M-1.01 HVAC PROPOSED OVERALL PLAN M-2.02 OVERALL ROOF PLAN M-2.03 HVAC PROPOSED FLOOR PLAN M-2.04 HVAC PROPOSED FLOOR PLAN M-3.05 HVAC ENLARGED PLANS M-3.06 HVAC ENLARGED PLANS M-3.07 HVAC ENLARGED PLANS M-3.08 HVAC ENLARGED PLANS M-3.09 HVAC ENLARGED PLANS M-4.01 HVAC SCHEDULES M-4.02 HVAC SCHEDULES M-6.03 HVAC ENTAILS M-6.04 HVAC DETAILS M-6.05 HVAC DETAILS M-6.05 HVAC AS-BUILT DRAWING COVER / INDEXRev 1 (6-11-2019) M-6.05 HVAC AS-BUILT DRAWINGS E-0.00 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR A DE-2.01 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.03 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.05 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.05 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.06 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.07 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.08 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.09 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.00 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.01 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.02 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR D DE-2.03 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR C DE-2.04 ELECTRICAL DEMOLITION FLOOR PLAN - SECTOR C DE-2.05 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.06 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.07 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.08 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.09 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.00 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.01 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.02 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.03 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.04 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.05 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.06 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.07 ELECTRICAL PROPOSED FLOOR PLAN - SECTOR C DE-2.08 ELECTRICAL PROP	S-11 S-2.01	GENERAL NOTES & TYPICAL DETAILSRev 1 (1-17-2019)		
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E-5.02 ELECTRICAL PANEL SCHEDULESRev 2 (10-29-2019)		ELECTRICAL PANEL SCHEDULESRev 3 (9-9-2019)		
E-6.01 ELECTRICAL DETAILSRev 1 (6-11-2019)		ELECTRICAL PANEL SCHEDULESRev 2 (10-29-2019)		
	E-6.01	ELECTRICAL DETAILSRev 1 (6-11-2019)		

E-7.01 Electrical Details(two fan detail		(two fan details)	
Alternate	1		
Drawing Number	Drawing Title	Revision No. Date	Ě
G-001	Cover		
G-002	General Notes and List of Drawings	Issued 5-31-201	19
AA-101	Enlarged Restrooms Floor Plans	Issued 5-31-201	19
AA-102	Enlarged Restroom Ceiling Plans	Issued 5-31-201	19
AA-103	Fixtures & Accessories Mounting Heights	Issued 5-31-201	19
AA-202	Interior Elevations Restrooms Ground Floor		
AA-501	Details	Issued 5-31-201	9
E-100	Electrical Index, Symbol, Legend Schedules -	Issued 5-31-201	9
E-101	Enlarged Electrical Plan Restrooms	Rev 8-14-2019	
M-101	Enlarged New and Demolition Mechanical Plans Both Sex Restrooms	Issued 5-31-201	.9
P-100	Plumbing Index, Symbol, LegendSchedules and Notes Plan	Issued 5-31-201	9
P-101	Enlarged New and Demolition PlumbingPlans Restrooms	Issued 5-31-201	9
2.03 The Pr	oject Manual:		
Division	on 0 - Documents on 1 - General Requirements on 2 - Site Work on 3 - Concrete on 4 - Masonry on 5 - Metals on 6 - Wood and Plastics on 7 - Thermal & Moisture Protection on 8 - Doors and Windows on 9 - Finishes on 10 - Specialties on 13 - Special Construction on 14 - Conveyor Systems on 15 - Mechanical on 16 - Electrical		

FIRE ALARM RISER DIAGRAM ------Rev 4 (12-3-2019)

E-6.02

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: Four Million Nine Hundred and One Thousand Dollars

\$4,901,000.00

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:

450 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:

Phase Commencement Date: Required Substantial Completion Date

4.04 Liquidated Damages for Substantial Completion:

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part

thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.02 In the event more than one Milestone is involved, then the liquidated damages due for

each Milestone shall be as follows:

Each Milestone

Five Hundred Dollars \$500.00 per day

- 4.04.03 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 Final Completion:

- 5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.
- 5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as

evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

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

5.03 Liquidated Damages for Final Completion:

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

\$ 500

Five Hundred Dollars

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

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

Each Milestone

Five Hundred Dollars \$500.00 per day

- 5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.
- 5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:
- 5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
- 5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
- 5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

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

ARTICLE 6. TIME AND DELAYS.

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

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

ARTICLE 7. CONTRACT BONDS

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

ARTICLE 8. NOTICES

8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a

copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 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: Imad Younes
	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:	Grace & Naeem Uddin, Inc.	Graciela Beltran-Uddin, President 833 Shotgun Road, Sunrise, FL 33326
Surety's Agent:	Hartford Casualty Insurance Company	One, Hartford Plaza Hartford Connecticut, 06155
Project Consultant:	Silva Architects	135 San Lorenzo Avenue, Suite 880, Coral Gables, FL 33146

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. 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, GRACE & NAEEM UDDIN, INC, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Donna P. Korn, Chair

Robert W. Runcie, Superintendent of

Schools

Approved as to form and legal content

Office of the General Coursel

CONTRACTOR CONTRACTOR (Corporate Seal) , Vice President Fauco Witness Jamel as an Mohammal

GRACE & NAEEM UDDIN, INC

Graciela Beltran-Uddin, President

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of \boxtimes physical presence or \square online notarization, this 7/16/2020 (date) by Graciela Beltran-Uddin, President of Grace & Naeem Uddin, Inc, a Florida corporation. He/she is personally known to me or has produced

_(type of identification) as identification.

Notary Public

[Notary Sea

ADRIANA FERNANDEZ
MY COMMISSION # GG 335770
EXPIRES: September 1, 2023
Bonded Thru Notary Public Underwriters

Adriana Fernandez

Name typed, printed or stamped

My Commission Expires: 9-1-2023

SURETY ACKNOWLEDGMENT

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

	SURETY:	Hartford Casualty Insurance Company
Pania Banks	By:	Charles J. Nielson, Attorney In: Faction.
Gicelle Paign)	OE COMP
	Date:	7/16/2020
STATE OF Florida COUNTY OF Miami-Dade		PED CASCING
The foregoing instrument was acknow	vledged bef	ore me this 16th day of July,
2020 by Charles J. Nielson		of
Hartford Casualty Insurance Company , or	n behalf of	the Surety.
He/she is personally known to me or pro	duced(F	Personally Known) as
identification and did/did not first take a	n oath.	
My commission expires:		
(SEAL)		
0		
Signature – Notary Public		OLGA L IGLESIAS
Digitatare Trettary Lusine		NOTARY PUBLIC
Olga Iglesias		STATE OF FLORIDA NO. GG204944
Printed Name of Notary		MY COMMISSION EXPIRES MAY, 21, 2022
Notary's Commission No.		

END OF DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12

One Hartford Plaza Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC

Agency Code: 21-229752

Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida
1 1

up to the amount of Unlimited :

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

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

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



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT **COUNTY OF HARTFORD**

Hartford

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

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

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing in string and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 7/16/2020

Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

COLLABORATION

SIGN-OFF FORM

item #/ Little of Agenda Kequest Item.	11-2./ Construction Bid Recommendation of \$300,000 of Greater
	TB FY20-213
	Gulfstream Early Childhood Center of Excellence
((f.k.a. Gulfstream Middle School), Hallandale
· ·	Grace & Naeem Uddin, Inc.

SMART Program Renovations P.002055 and ADA Restroom Renovations P.002360

School Board Meeting:

08/19/2020

The financial impact of this item is \$4,850,000

()			opted District Educational Fa will come from the C		
()		n appropriated in the Adopted District Educational Facilities Plan (September 4, pact to the project budget.			
()		s been appropriated in the Adopted District Educational Facilities Plan (September 4, no current impact to the project budget. There is a potential future impact to the project			
()	2019). There is an a		pted District Educational Fac project budget. These pjects Reserve.		
0\$	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. The funds for the removed scope of work will remain in the project and be utilized for the overages. Additional funds in the amount of \$1,584,000 will come from the Capital Projects Reserve. This increases the project budget from \$4,821,000 to \$6,405,000.				
Depart	tment Name	Department Head	Department Head		
Capital Budget		Omar Shim, Director	Oman Sh Signature	8/6/2020 Date	

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.