## AGENDA REQUEST FORM

E.M	THE	SCHOO	L BOARD OF BRO	WARD CO	UNTY, FLORIDA		
Polic School	MEETING DATE	2020-09	9-15 10:05 - Regular	School Bo	ard Meeting	Special Ord	ler Request No
ITEM No.:	AGENDA ITEM	ITEMS				Tin	
JJ-4.	CATEGORY	JJ. OFF	ICE OF FACILITIES	& CONST	RUCTION		
	DEPARTMENT	Facilities	s Construction				Agenda
TITLE:						● Yes	O No
	commendation of \$500,00	0 or Greate	er - ITB FY21-045 - Coral	Springs High	School - Coral Springs - Gulf	Building, LLC - SMA	RT Program
Renovations - Project	ct No. P.001765						2.000
REQUESTED A		antruction (	Agracement to Culf Buildin	a LLC for the	a lump our amount of \$10.91	2 722 and annual a	dditional funding
The second secon		nstruction A	Agreement to Gulf Buildin	g, LLC, for the	e lump sum amount of \$10,81	2,722 and approve a	idditional funding
n the amount of \$3,	831,000.						
	LANATION AND BA		UND:				
Scope of Work: See	Executive Summary (Exh	ibit 1).					
This Agreement has	been reviewed and appro	ved as to fo	orm and legal content by t	the Office of the	he General Counsel.		
SOLUTION AND THE PROPERTY OF T			one and the court of the second of the court				
SCHOOL BOAR	PD COALS:						
00a441	gh Quality Instruction	on (e)	Goal 2: Safe & Sup	nortive En	vironment O Goal 3	: Effective Com	munication
FINANCIAL IMP	<u> </u>	o O	out 2. outo a oup	portivo En	VII.0.III.0.II. () 304.0	· Lilouite doil	mamoation
		10 012 722	This project has been a	noronsinted in	the Adapted District Education	and Facilities Dies /6	Contombos 4
그리 경영하는 경영 회사를 가장 보다 하는 사람들이 되었다며 살아갔다.	선생님 사람들이 보냈다면 어린다면 얼마를 하고 있다면 하다.		조 그렇게 아이들에서 기계하다 교리를 먹었다면서 하였다. 회생		the Adopted District Education  OO will come from the Capita	맛이다면 하지 않는 이번 이번 가게 되었다.	
	om \$11,171,000 to \$15,00		These funds in the arriot	in 01 00,001,	ood will come from the Capita	i i iojecis i teseive.	Tills increases
EXHIBITS: (Lis	t)						
		lation Tab	ulation (3) ADEEP (4)	Agreement	(5) Collaboration Form		
(1) Executive Suit	illiary (2) Recommend	allon rabi	diation (5) ADELL (4)	Agreement	(3) Collaboration Form		
							1
DOADD ACTIO	N.	$\overline{}$	SOURCE OF ADD	ITIONAL INF	ORMATION:		
BOARD ACTIO	N:					Dhann 754 3	224 4522
AP	PROVE	Cuz.	Name: Phil D. Ka	aloid, Direc	stor, Construction	Phone: 754-3	321-1532
(For Official Scho	ool Board Records Office Only	0	Name: Kathleen I	angan, Dir	rector, AECOM	Phone: 754-3	321-4850
	L BOARD OF BR		D COUNTY ELO	RIDA	1		0000
Senior Leader 8	& Title	CHAIL	D 000111, 1 L0		Approved In Open Board Meeting On: .	SEP 15	2020
Frank Girardi - E	Executive Director				Fig. 34	1	1
					By:	Jana	9 pm
Signature	Frank L. G	irardi		1		School Board	Chaid
	9/3/2020, 11:5	J.UU AIVI		I			

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

#### **EXECUTIVE SUMMARY**

#### Construction Bid Recommendation of \$500,000 or Greater ITB FY21-045

Coral Springs High School, Coral Springs Gulf Building, LLC SMART Program Renovations Project No. P.001765

#### PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build				
Architect: M.C. Harry and Associates, Inc.					
Contractor:	Gulf Building, LLC				
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 Coral Springs High School SMART Program Renovations to Gulf Building, LLC, in the amount of \$10,812,722. The scope of work for this project includes, but is not limited to, fire sprinklers, HVAC improvements, media center improvements, building envelope improvements, electrical improvements, and STEM Lab improvements.

Fire sprinkler scope in Buildings 1 and 7 was reviewed by the Task-Assigned District's Chief Fire Official who determined that these Buildings had existing fire sprinklers and did not require fire sprinklering. However, the Fire Chief discovered that Room 501 (inside Building 1 – the concession stand in the auditorium only) did require fire sprinklering. Therefore, the scope of work was modified in the construction documents prior to bidding.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on August 6, 2020 from a total of ten (10) bidders. This bid was advertised on March 24, 2020 with the summary below:

Potential Prequalified	Potential Prequalified M/WBE	Proposals	Proposals Received From M/WBE
Planholders	Planholders	Received	Planholders
25	10	10	2

Procurement and Warehousing Services has recommended the award of the project to Gulf Building, LLC 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 Coral Springs High School exceeds the available funds and requires additional funding in the amount of \$3,831,000 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	\$2,298,000	\$2,298,000	\$0
Construction Contract (FLCC)	\$7,330,000	\$10,812,722	\$3,482,722
Construction Contingency (10%)*	\$733,000	\$1,081,278	\$348,278
Construction Misc.**	\$610,000	\$610,000	\$0
Furnishings	\$200,000	\$200,000	\$0
Total	\$11,171,000	\$15,002,000	\$3,831,000

<sup>\*</sup>Reserved for future use if required

Note: Bid is 21.7% under the Atkins Estimate. Net Change is 34% over the Previous Amount.

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

Page 1 of 2

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

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with building envelope improvements that will require approximately \$1.8M of additional funds. The HVAC improvements will require approximately \$1.0M of additional funds, and the electrical improvements will require approximately \$700K 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 Gulf Building, LLC is the most cost-effective means of delivering this project. Gulf Building, LLC is not a certified Minority/Women Business Enterprise (M/WBE). However, Gulf Building, LLC has committed to M/WBE Participation of 15.51% for this project 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. Page 2 of 2

#### EXHIBIT 2

## Procurement & Warehousing Services

Broward County Public Schools

#### RECOMMENDATION TABULATION

ITB #:	FY21-045	Tentative Board Meeting	Date*:	TBD
Hard Bid Title:	CORAL SPRINGS HIGH SCHOOL	# Notified:	1688	# Downloaded: 67
	SMART PROGRAM RENOVATIONS	# of Responses Rec'd:	10	# of "No Bids":0
For:	OFFICE OF CAPITAL PROGRAMS	ITB Opening Date :	August	6, 2020
Fund:	(School/Department) SMART	Advertised Date:	March 2	4, 2020

POSTING OF ITB\_RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and <a href="https://www.Demandstar.com">www.Demandstar.com</a> on August 12, 2020 @ 12:00 PM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

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

#### RECOMMENDATION TABULATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID FY21-045 CORAL SPRINGS HIGH SCHOOL SMART PROGRAM RENOVATIONS ON MARCH 24, 2020 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
25	10	10	2

#### PROPOSALS RECEIVED:

BIDDER	CERTIFICATION
BURKE CONSTRUCTION GROUP INC.	
LEGO CONSTRUCTION CO.	S/MBE - HA
WEST CONSTRUCTION, INC.	
OAC ACTION CONSTRUCTION, CORP.	S/MBE - HA
THORNTON CONSTRUCTION COMPANY, INC.	
GULF BUILDING, LLC.	
H.A. CONTRACTING CORP.	
HEDRICK BROTHERS CONSTRUCTION CO.	
JOHNSON-LAUX CONSTRUCTION, LLC.	
THE BEC GROUP SERVICES, 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:

#### GULF BUILDING, LLC.

~	25-2			
Ву:	Lais E. Pereg	Date:	08/12/2020	
	(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.



#### RECOMMENDATION TABULATION

PAGE 2.
BID FY21-045 CORAL SPRINGS HIGH SCHOOL SMART PROGRAM RENOVATIONS
RECOMMENDATION TABULATION

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

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

#### REJECTION OF BIDS:

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 WEST CONSTRUCTION, INC. BE REJECTED AS BEING NON-RESPONSIBLE. LUMP SUM BID EXCEEDS THE PREQUALIFICATION LIMIT PER PROJECT. FURTHERMORE, IT IS RECOMMENDED THAT THE BID RECEIVED FROM THE BEC GROUP SERVICES, INC. BE REJECTED AS BEING NON-RESPONSIBLE. LUMP SUM BID EXCEEDS THE PREQUALIFICATION LIMIT PER PROJECT.

By:	Luis E. Parag	Date:	08/12/2020	
	(Purchasing Agent)			

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## **Coral Springs High School**

		-		au ou ci o i	ar rucini	ties Plan	
	Original	Program	Program	Program	Program		
Project	Program Year	Years 1-5	Year 6	Year 7	Year 8	Total	Scope

			SMAR	T Progr	am		
Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Safety & Security	Yr1	1,843*	5,157 *			7,000	Fire Sprinklers
Athletics	Yr2	121,000				121,000	Weight Room Renovation
Renovation	Yr2	1,323,733 *	3,705,267 *			5,029,000	HVAC Improvements
Renovation	Yr2	157,406 *	440,594 *			598,000	Media Center improvements
enovation	Yr2	893,896 *	2,502,104 *			3,396,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
lenovation	Yr2	120,555 *	337,445 *			458,000	Electrical Improvements
enovation	Yr2	300,859 *	842,141 *			1,143,000	STEM Lab improvements
SMART Progr	am Sub-Total	2,919,292	7,832,708	0	0	10,752,000	

Completed							
Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
DEFP	Yr1	300,000				300,000	Music Equipment Replacement
SMART	Yr2	100,000				100,000	School Choice Enhancement
SMART	Yr1	51,000				51,000	CAT 6 Data port Upgrade
SMART	Yr1	505,000				505,000	Additional computers to close computer gap
SMART	Yr1	382,000				382,000	Technology Infrastructure (Servers Racks, etc.) Upgrade
Completed S	Sub-Total	1,338,000	0	0	0	1,338,000	
School Total		4,257,292	7,832,708	0	0	12,090,000	

<sup>\*</sup>Project Scope Included:

Year 1 total scope \$1,843

Year 2 total scope \$2,796,449

Year 6 total scope \$7,832,708

Total value of scope \$10,631,000

Total value of scope including \$540,000 for SPE is \$11,171,000.

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

#### Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 15 day of September 2020, by and between

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

(Hereinafter referred to as "Owner" and

#### GULF BUILDING, LLC.

(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 .:

FY21-045

Project No.:

P.001765

Location No.:

1151

Project Title:

**SMART Program Renovations** 

Facility Name:

Coral Springs High School

Scope of Work: The project consists of interior and exterior renovations throughout the Coral Springs High campus. Generally, the work consists of but is not limited to:

- · Provide additional fire sprinklers heads in selected rooms in buildings 1.
- Painting Exterior walls on buildings 2, 4, 10 and 11 totaling approximately 53,000 sf of walls and corridors ceilings.
- Provide ADA compliance to two restrooms in Building 1
- · Re-roofing and related repairs to Buildings 1,2,4 and 10
- Renovate Stem Lab rooms 320, advanced culinary arts 311, Home economics and Media Center 621.
- HVAC improvements including replacement of Chiller and Boiler, HVAC chilled water piping, pneumatic controls, duct heaters, ductwork, AHUs, 2 window AIC units, and Exhaust Fans.
- Electrical Improvements as in the replacement of Generator, replacement of two Transformers.

Constructed pursuant to drawings, specifications and other design documents prepared by M.C. HARRY AND ASSOCIATES, INC. (Hereinafter referred to as **Project Consultant**).

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

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

#### ARTICLE 1. ENTIRE AGREEMENT

- 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
GENERAL			
A0.00	COVER	ADD24	7/28/2020
A0.01	INDEX SHEET - ABBREVIATIONS & SYMBOLS	ADD24	7/28/2020
A0.02	GENERAL NOTES	4	8/26/2019
A0.02A	GENERAL NOTES		8/26/2019
A0.03	SITE & OVERALL SCOPE PLAN	4 3 1	6/6/2019
LS-1.01	LIFE SAFETY PLAN	1	4/8/2019
ARCHITECT	URAL		
A1.01	OVERALL REMODELING SCOPE BLDG 01	4	8/26/2019
A1.02	OVERALL PAINTING SCOPE	20	0,20,2015
A2.10	DEMOLITION & FLOOR PLAN - STEM LAB-HOME ECONOMICS	5	11/22/2019
A2.11	DEMO & PROPOSED RCP STEM LAB-HOME ECONOMICS	4	8/26/2019
A2.12	ELEVATIONS STEM LAB-HOME ECONOMICS	4	8/26/2019
A2.20	DEMO & PROPOSED FLOOR PLAN - STEM LAB - CULINARY ARTS		11/22/2019
A2.21	DEMO & PROPOSED RCP - STEM LAB - CULINARY ARTS	5 4 4	8/26/2019
A2.22	ELEVATIONS - STEM LABS- CULINARY ARTS	4	8/26/2019
A2.30	DEMO & PROPOSED FLOOR PLAN - MEDIA CENTER	5	11/22/2019
A2.31	DEMO & PROPOSED RCP - MEDIA CENTER	4	8/26/2019
A2.32	ELEVATIONS MEDIA CENTER	4	8/26/2019
A4.00	OVERALL PAINTING ELEVATIONS	1	4/8/2019

A5.00 A5.01 A5.02 A6.00 A8.00 A9.00	DEMO, NEW RCP & ELEVS - STEM LAB & RESTROOMS 630A & 630B FINISHES & RESTROOM 630A & 630B DEMO, NEW PLANS, RCP & ELEV - CULINARY LAB RESTROOMS CABINET MILLWORK STEM LAB-HOME ECONOMICS SIGNAGE & DETAILS RE-ROOFING OVERALL SCOPE PLAN	4 4 4 7	8/26/2019 8/26/2019 8/26/2019 8/26/2019 1/31/2020
A9.01 A9.02 A9.02A A9.03 A9.04 A9.05	DEMO ROOF PLAN BLDG 01 NEW ROOF PLAN BLDG 01 DRAINAGE CALCS - BLDG 01 BLDG 01 TAPERED INSULATION PLAN & SECTION BLDG 01 TAPERED INSULATION PLAN & SECTION BLDG 01 TAPERED INSULATION PLAN & SECTION	3 ADD24 3	6/6/2019 7/28/2020 6/6/2019
A9.06 A9.07 A9.08 A9.09 A9.10 A9.11	DEMO & NEW RE-ROOFING PLAN BLDGS 2 & 4 DEMO & NEW RE-ROOFING PLAN BLDG 10 RE-ROOFING DETAILS RE-ROOFING DETAILS RE-ROOFING PICTURES - BLDG 01 RE-ROOFING DETAILS	ADD24 ADD24 ADD24 ADD24	7/28/2020 7/28/2020 7/28/2020 7/28/2020
A9.12 A9.13 STRUCTUR	RE-ROOFING DETAILS RE-ROOFING DETAILS	ADD24 ADD24 ADD24	7/28/2020 7/28/2020 7/28/2020
\$1.00 \$1.01 FIRE PROT	ROOF WIND PRESSURES COOLING TOWER SUPPORT	2 3	4/8/2019 6/6/2019
FP0.0.0 FP0.1.1	FIRE PROTECTION SYMBBOLS, LEGEND & NOTES FIRE PROTECTION FLOOR 1 BUILDING 1-A		
MECHANIC	AL		
M0.0.0 M0.0.1 MD0.1.1 MD0.1.2 MD0.1.3 MD0.1.4 MD0.1.5 MD0.1.6 MD0.1.7 MD0.1.8 MD0.1.9	MECHANICAL SYMBOLS AND LEGEND MECHANICAL GENERAL NOTES MECHANICAL DEMO PLAN FLOOR 1 BUILDING 1 MECHANICAL DEMO PLAN FLOOR 1 BUILDING CEP MECHANICAL DEMO PLAN FLOOR 1 BUILDINGS 3 & 8 MECHANICAL DEMO PLAN FLOOR 1 BUILDINGS 4 & 11	3 3 3 3 3 3 3 3 3 3	6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019
MD1.1.1 MD1.1.2 MD1.1.3 MD1.1.4 MD1.1.5 MD1.1.6 MD1.1.7 MD2.1.1 MD2.1.2 M0.1.1 M0.1.2 M0.1.3 M0.1.4 M0.1.5 M0.1.6	MECHANICAL DEMO PLAN FLOOR 2 BUILDING 1 MECHANICAL DEMO PLAN FLOOR 2 BUILDING 11 MECHANICAL DEMO PLAN FLOOR 2 BUILDINGS 1 & 2 MECHANICAL DEMO ROOF PLAN BUILDINGS 4, 10 & 11 MECHANICAL DEMO ROOF PLAN BUILDINGS 1 MECHANICAL PLAN FLOOR 1 BUILDING 2EP MECHANICAL PLAN FLOOR 1 BUILDING 3 & 8	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019 6/6/2019
M0.1.9	MECHANICAL PLAN FLOOR 1 BUILDINGS 4 & 11	3	6/6/2019

M1.1.1	MECHANICAL PLAN FLOOR 2 BUILDING 1	2	6 /6 /0010
M1.1.2	MECHANICAL PLAN FLOOR 2 BUILDING 1	3 3	6/6/2019
M1.1.3	MECHANICAL PLAN FLOOR 2 BUILDING 1	3	6/6/2019
M1.1.4	MECHANICAL PLAN FLOOR 2 BUILDING 1	3 3	6/6/2019
M1.1.5	MECHANICAL PLAN FLOOR 2 BUILDING 1	3	6/6/2019
M1.1.6	MECHANICAL PLAN FLOOR 2 BUILDING 1	3	6/6/2019
M1.1.7		3 3	6/6/2019
M2.1.1	MECHANICAL PLAN FLOOR 2 BUILDING 11	3	6/6/2019
	MECHANICAL OVERALL ROOF PLAN BUILDINGS 1 & 2	3	6/6/2019
M2.1.2	MECHANICAL ROOF PLAN BUILDINGS 4, 10 & 11	3	6/6/2019
M3.0.1	MECHANICAL SECTIONS	1	4/8/2019
M3.0.2	MECHANICAL SECTIONS	1	4/8/2019
M3.0.3	MECHANICAL SECTIONS	1	4/8/2019
M4.0.1	MECHANICAL ENLARGED PLANS	3	6/6/2019
M4.0.2	MECHANICAL ENLARGED PLANS	3	6/6/2019
M4.0.3	MECHANICAL ENLARGED PLANS	3	6/6/2019
M6.0.1	MECHANICAL CONTROLS	3	6/6/2019
M6.0.2	MECHANICAL CONTROLS	3 3 3 3 3 3	6/6/2019
M6.0.3	MECHANICAL CONTROLS	3	6/6/2019
M6.0.4	MECHANICAL CONTROLS	3	6/6/2019
M6.0.5	MECHANICAL CONTROLS	3	6/6/2019
M6.06	MECHANICAL CONTROLS	3	6/6/2019
M7.0.1	MECHANICAL SCHEDULES	3	6/6/2019
M7.0.2	MECHANICAL SCHEDULES	3	6/6/2019
M7.0.3	MECHANICAL SCHEDULES	U	0/0/2019
M8.0.1	MECHANICAL DETAILS	3	6/6/2019
M8.0.2	MECHANICAL DETAILS	3	6/6/2019
		3	0/0/2019
PLUMBING			
P.0.0.0	PLUMBING LEGEND & NOTES	4	8/26/2019
PD0.1.1	PLUMBING DEMO FLOOR 1 BLDG 1 AREA B	4	8/26/2019
PD1.1.1	PLUMBING DEMO FLOOR 2 BLDG 1 AREA B	<b>37</b> 0	0/20/2019
PO.1.1	PLUMBING FLOOR 1 BLDG 1 AREA B	4	0/06/0010
P0.1.2	PLUMBING FLOOR 1 BLDG. 1 - AREA C	4	8/26/2019
P0.1.3	PLUMBING FLOOR PLAN BOILER ROOM	3	8/26/2019
P1.1.1	PLUMBING FLOOR 2 BLDG 1 AREA B	3	6/6/2019
P5.0.1	PLUMBING RISER DIAGRAMS	3	6/6/2019
P6.0.1	PLUMBING DETAILS	3	6/6/2019
P6.0.2	PLUMBING DETAILS	4	6/6/2019
10.0.2	T DOMIDING BETTIES	4	8/26/2019
ELECTRICA	L		
E0.0.0	ELECTRICAL SYMBOLS AND LEGENDS		11/00/00/0
E0.0.1		5	11/22/2019
E0.0.1	ELECTRICAL SITE PLAN PHOTOMOTOR	4	8/26/2019
ED0.1.1	ELECTRICAL SITE PLAN PHOTOMETRIC	3	6/6/2019
ED0.1.1	ELECTRICAL DEMO PLAN FLOOR 1 BLDG 1-A	4	8/26/2019
	ELECTRICAL DEMO PLAN FLOOR 1 BLDG 1-B	4	8/26/2019
ED0.1.2A	ELECTRICAL DEMO FLOOR PLAN BUILDING 1-B	4	8/26/2019
ED0.1.3	ELECTRICAL DEMO PLAN FLOOR 1 BLDG 2	4	8/26/2019
ED0.1.4	ELECTRICAL DEMO PLAN FLOOR 1 BLDG 3	4	8/26/2019
ED0.1.5	ELECTRICAL DEMO PLAN FLOOR 1 BLDG 4	5	11/22/2019
ED0.1.8	ELECTRICAL DEMO PLAN FLOOR 1 BLDG 11	4	8/26/2019
ED1.1.1	ELECTRICAL DEMO PLAN FLOOR 2 BLDG 1-A	5	11/22/2019
ED1.1.2	ELECTRICAL DEMO PLAN FLOOR 2 BLDG 1-B	5	11/22/2019
ED1.1.3	ELECTRICAL DEMO PLAN FLOOR 2 BLDG 11	5	11/22/2019
ED2.1.1	ELECTRICAL DEMO ROOF PLAN BUILDING 1 & 2	3	6/6/2019
ED2.1.2	ELECTRICAL DEMO ROOF PLAN BUILDING 10, 4 & 11	5	11/22/2019
ED5.0.1	DEMO ELECTRICAL RISER	5	11/22/2019
E0.1.1	ELECTRICAL PLAN FLOOR 1 BUILDING 1-A	4	8/26/2019
E0.1.2	ELECTRICAL PLAN FLOOR 1 BUILDING 1-B	5	11/22/2019
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E0.1.3	ELECTRICAL PLAN FLOOR 1 BUILDING 2	5	11/22/2019
E0.1.4	ELECTRICAL PLAN FLOOR 1 BUILDING 3	5	11/22/2019
E0.1.5	ELECTRICAL PLAN FLOOR 1 BUILDING 4	5 5 5	11/22/2019
E0.1.6	ELECTRICAL PLAN FLOOR 1 BUILDING 1	5	11/22/2019
E0.1.7	ELECTRICAL PLAN FLOOR 1 BUILDING 2 CEP	7	1/31/2020
E0.1.8	ELECTRICAL PLAN FLOOR 1 BUILDING 11	5	11/22/2019
E0.1.9	ELECTRICAL PLAN FLOOR 1 BUILDINGS 4 & 11	5 5 5	11/22/2019
E1.1.1	ELECTRICAL PLAN FLOOR 2 BUILDING 1-A	5	11/22/2019
E1.1.2	ELECTRICAL PLAN FLOOR 2 BUILDING 1-B	5	11/22/2019
E1.1.8	ELECTRICAL PLAN FLOOR 2 BUILDING 11	5 5 3	11/22/2019
E2.1.1	ELECTRICAL ROOF PLAN BUILDINGS 1 & 2	3	6/6/2019
E2.1.2	ELECTRICAL ROOF PLAN BUILDINGS		11/22/2019
E3.0.1	ELECTRICAL PHOTOMETRIC BUILDING 1	5 5 5	11/22/2019
E3.0.2	ELECTRICAL PHOTOMETRIC PLAN	5	11/22/2019
E3.0.3	ELECTRICAL PHOTOMETRIC PLAN	5 5 7	11/22/2019
E3.0.4	ELECTRICAL PHOTOMETRIC PLAN	5	11/22/2019
E5.0.1	ELECTRICAL RISER DIAGRAMS	7	1/31/2020
E5.0.2	ELECTRICAL DETAILS	5	11/22/2019
E5.0.3	ELECTRICAL DETAILS	5	11/22/2019
E6.0.1	ELECTRICAL SCHEDULES	5 3	11/22/2019
E7.0.1	ELECTRICAL PANEL SCHEDULES	3	6/6/2019
E7.0.2	ELECTRICAL PANEL SCHEDULES	4	8/26/2019
E7.0.3	ELECTRICAL PANEL SCHEDULES	7	1/31/2020
E7.0.4	ELECTRICAL PANEL SCHEDULES	4	8/26/2019
E7.0.5	ELECTRICAL PANEL SCHEDULES	4	8/26/2019
E7.0.6	ELECTRICAL PANEL SCHEDULES	<b>3</b> 5	6/6/2019
E7.0.7	ELECTRICAL PANEL SCHEDULES	5	11/22/2019
E8.0.1	ELECTRICAL DETAILS	4	8/26/2019
E8.0.2	ELECTRICAL DETAILS	5 7	11/22/2019
E8.0.3	ELECTRICAL DETAILS	7	1/31/2020
E8.0.4	ELECTRICAL DETAILS	4	8/26/2019
E8.0.5	ELECTRICAL DETAILS	4	8/26/2019

#### 2.03 The Project Manual:

Division 0 - Documents

Division 1 - General Requirements

Division 2 - Site Work

Division 3 - Concrete

Division 4 - Masonry

Division 5 - Metals

Division 6 - Wood and Plastics

Division 7 - Thermal & Moisture Protection

Division 8 - Doors and Windows

Division 9 - Finishes

Division 10 - Specialties

Division 11 - Equipment

Division 12 - Furnishings

Division 13 - Special Construction

Division 15 - Mechanical

Division 16 - Electrical

Division 17 - Voice Data and Video Structured Cabling Systems

### 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 \$10,812,722.00

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:

728 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	600 SE Third Avenue
	The School Board of Broward	Ft. Lauderdale, FL 33301
	County, Florida	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: Ron Barton
	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Services Department
Contractor:	Gulf Building, LLC.	633 S. Federal Hwy. Suite 500 Fort Lauderdale, FL 33301
Surety's Agent:	Berkley Insurance Company	475 Steamboat Rd FL 1 Greenwich, CT, 06830-7144
Project Consultant:	M.C. HARRY AND ASSOCIATES, INC.	2780 SW DOUGLAS RD. SUITE 302 MIAMI FL 33133

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, <a href="mailto:eBuilderLicense@browardschools.com">eBuilderLicense@browardschools.com</a>. 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, Gulf Building, LLC., 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:

Robert W. Runcie, Superintendent of

Schools

Donna P. Korn, Chair

Approved as to form and legal content

Office of the General Counsel



#### CONTRACTOR

GULF BUILDING, LLC.

John Scherer, President

Witness William R. Derrer, COO

Witness Eric Squilla, Vice President

#### CONTRACTOR NOTARIZATION

STATE OFFlorida	
COUNTY OF Broward	
The foregoing instrument was acknowledged by online notarization, this <u>8/25/2020</u> (date) by officer or agent, title of officer or agent) of corporation acknowledging), a Florida	Gulf Building LLC (name of
incorporation) corporation, on behalf of the co	rporation. He/she is personally known to me or
has produced	(type of identification) as identification.
[Notary Seal]	Notary Public Porgram
WILLIAM STATE OF THE STATE OF T	Patrice Bongime
* #GG 963119  **Gonded mrues : 60   10   10   10   10   10   10   10	Name typed, printed or stamped  My Commission Expires: June 26, 2024
MINISTRAC STATE OF FRANKING	

#### 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.

Gicelle Pajon	By:  Charles J. Nielson, AttyIn-Fact  August 25, 2020  Berkley Insurance Company  SETY:  Berkley Insurance Company  SETY:  SETY:  OFFICIAL SETY  OFFICIAL
STATE OF Florida COUNTY OF Miami-Dade	
The foregoing instrument was acknowledged to online notarization, this 8/25/2020 (date) to	oefore me by means of 🏿 physical presence or 🗆
officer or agent, title of officer or agent) of $\underline{Att}$	yIn-Fact of Berkley Insurance Company (name of
corporation acknowledging) , aDelaware	(state or place of
incorporation) corporation, on behalf of the co	orporation. He/she is personally known to me or
has produced (Personally Known)	(type of identification) as identification.
	lu
[Notary Seal]	Notary Public
OLGA L IGLESIAS NOTARY PUBLIC STATE OF FLORIDA NO. GG204944	Olga Iglesias  Name typed, printed or stamped
MY COMMISSION EXPIRES MAY. 21, 2022	My Commission Expires:

END OF DOCUMENT

#### POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Charles J. Nielson; Charles D. Nielson; Joseph P. Nielson; or Jarrett Merlucci of Acrisure, LLC dba Nielson, Hoover & Company of Miami Lakes, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and

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, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

corporate seal hereunto affixed this 25th day of Berkley Insurance Company Attest: MSURANCE PEPOLIT By Ira S. Lederman 1975 Executive Vice President & Secretary ice President

STATE OF CONNECTICUT ) ) ss: COUNTY OF FAIRFIELD )

SEAL

OFLAWAR!

2020 , by Ira S. Lederman Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President. MARIA C RUNDBAKEN respectively, of Berkley Insurance Company.

NOTARY PUBLIC CONNECTICUT COMMISSION EXPIRES APHIL 30, 2024

#### CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attached, is in full force and effect as of this date.

SFAL) \$ SFAL)

Vincent P. Forte

Notary Public, State of Connecticut

2020

## **COLLABORATION**

#### SIGN-OFF FORM

Item #/	Title of Agenda Request	ITB FY21-045		)00 or Greater	
School	Board Meeting:	09/15/2020			
The fina	ancial impact of this iter	m is \$ <u>10,812,722</u>			
()			opted District Educational Facilit		
()	This project has been appropriated in the Adopted District Educational Facilities Plan (September 4 2019). There is no impact to the project budget.				
()			ed District Educational Facilities et budget. There is a potential f		
()	2019). There is an ac		ed District Educational Facilities project budget. These funds ojects Reserve.		
2	(September 4, 2019). T	here is an additional impa ne from the Capital Projec	I in the Adopted District Educat act to the project budget. These acts Reserve. This increases the p	funds in the amoun	
<u>Departi</u>	ment Name	Department Head	Department Head		
Capital	Budget	Omar Shim, Director (	Om <u>ar Shis</u> Signature	<u>09/2/2020</u> Date	
128 (50) - 60	5 100 V 100			u	

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.