AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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Olic school	MEETING DATE	2020-10-20 10:05 - Regu	lar School Boa	ard Meeting	Special Ord	
ITEM No.:	AGENDA ITEM	ITEMS				● No
JJ-2.	CATEGORY	JJ. OFFICE OF FACILITI	ES & CONSTR	RUCTION	Tim	1e
	DEPARTMENT	Facilities Construction			Open A	genda
TITLE:					J [● Yes	O No
	ecommendation of \$500,00	00 or Greater - ITB 21-092 - Gulfs	tream Academy o	f Hallandale Beach K-8 (f.k.a	a. Hallandale Element	ary) -
Hallandale Beach -	Advanced Roofing, Inc S	SMART Program Renovations - P	roject No. P.0020	72		
REQUESTED A		vanced Roofing, Inc. for the lump				
\$1,144,821.						
SUMMARY EX	PLANATION AND BA	ACKGROUND:				
	Executive Summary (Exh					
This Agreement has	been reviewed and appro	ved as to form and legal content	by the Office of Ge	eneral Counsel.		
SCHOOL BOAF	RD GOALS:					
_	gh Quality Instruction	on Goal 2: Safe & S	upportive Env	rironment O Goal 3	3: Effective Comr	nunication
FINANCIAL IMF	PACT:	C 700	seen.	12 Mg - 22		1100 Cr. 200 Served March 100 Cr. 100
The financial impact	of approving this item is S	1,740,306. This project has been	appropriated in th	e Adonted District Education	nal Facilities Plan (Se	ntember 1
2020). There is an a	dditional impact to the proi	ect budget. These funds in the an	mount of \$1 144 8'	21 will come from the Canita	I Projects Reserve Ti	his increases
	90,000 to \$2,234,821.			21 Will come irom the capita	Triojecia Neserve. Tr	iis iiicieases
EXHIBITS: (Lis	t)					
(1) Executive Sun	nmary (2) Recommend	ation Tabulation (3) ADEFP	(4) Agreement	(5) Collaboration Form		
BOARD ACTIO	N·	SOURCE OF A	DDITIONAL INFO	RMATION:		
A PART		Name: Phil D. H			Dh 754 20	24.4520
APP	$R()V \vdash U$	Name. Fill D. F	vauloiu, Directi	or, Construction	Phone: 754-32	21-1532
(For Official Scho	ool Board Records Office Only)	Name: Kathlee	n Langan, Dire	ector, AECOM	Phone: 754-32	21-4850
Sawana and a	o to law water ar	OWARD COUNTY, FL				DEPART.
Senior Leader 8	k Title	CHAND COUNTY, FL	-ORIDA	Approved In Open	OCT 2 0 2	.UZU
Frank Girardi - E	executive Director			Board Meeting On: -		1
Pignotura				By:	Dona	Type
Signature	Front L Ois	ordi			School Board C	Chair/
	Frank L. Gir. 10/9/2020, 7:54					
	10/0/2020, 1.07	VE / 1/1/	T.			

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

EXECUTIVE SUMMARY

Construction Bid Recommendation of \$500,000 or Greater ITB FY21-092

Gulfstream Academy of Hallandale Beach K-8 (f.k.a. Hallandale Elementary), Hallandale Beach
Advanced Roofing, Inc.

SMART Program Renovations Project No. P.002072

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	RGD Consulting Engineers Orlando, LLC
Contractor:	Advanced Roofing, 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 Academy of Hallandale Beach K-8 SMART Program Renovations to Advanced Roofing, Inc., in the amount of \$1,740,306. The scope of work for this project includes, but is not limited to, building envelope improvements and HVAC improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on September 10, 2020 from a total of three (3) bidders. This bid was advertised on July 30, 2020 with the summary below:

Potential Prequalified	Potential Prequalified M/WBE	Proposals	Proposals Received From M/WBE
Planholder(s)	Planholder(s)	Received	Planholder(s)
23	16	3	1

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

The Construction Bid Recommendation for Gulfstream Academy of Hallandale Beach K-8 exceeds the available funds and requires additional funding in the amount of \$1,144,821 to proceed with the SMART Program Renovations. Both the Designer and Atkins have deemed the bid fair and reasonable based on current market conditions, which have changed considerably since the 2014 funding allocation. These funding overages are included in the SMART Program Forecast. The following summarizes the previous and revised funding allocations:

Allocations of Original Project Funds	Previous Amount	Revised Amount	Net Change
Planning Design and Management	\$392,500	\$392,500	\$0
Construction Contract (FLCC)	\$650,000	\$1,740,306	\$1,090,306
Construction Contingency*	\$32,500	\$87,015	\$54,515
Construction Misc.**	\$15,000	\$15,000	\$0
Furnishings	\$0	\$0	\$0
Total	\$1,090,000	\$2,234,821	\$1,144,821

^{*}Reserved for future use if required

Note: Bid is 10.5% over the Atkins Estimate. Net Change is 105% over the Previous Amount.

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

The request for additional funding is a result of continued budget overages. The most significant budget overage is associated with building envelope improvements that will require approximately \$900K of additional funds. The HVAC improvements will require approximately \$200K of additional funds.

Page 1 of 2

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

Staff has evaluated the various SMART scopes for this project. It was determined that the most cost and time efficient means to deliver these improvements is by a single construction contract. Staff does not recommend creating separate bid packages, "carve outs", for any of the approved scopes. The proposal received from Advanced Roofing, Inc. is the most cost-effective means of delivering this project.
Advanced Roofing, Inc. is not a certified Minority/Women Business Enterprise (M/WBE). However, Advanced Roofing, Inc. has committed to M/WBE Participation of 12% for this project through the use of certified M/WBE subcontractors.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.
For the latest Bond Oversight Committee Quarterly Report information regarding this project click here.
Page 2 of 2

Procurement & Warehousing Services

EXHIBIT 2

Y			County Public Scl	nools RE			ON TABULA	TION
ITB#:	FY21-092		X21.0	 Tentative Bo 	ard Meeting Da	ite*:	TBD	
Hard Bid Title:	GULFSTREAM A	ACADEMY OF F	IALLANDALE	# Notified:		1809	# Downloaded: .	37
	SMART PROGR	AM RENOVATION	ONS	# of Respons	ses Rec'd:	_3	# of "No Bids": _	0
For:	OFFICE OF CAP			ITB Opening	g Date :	Septemb	ber 10, 2020	
Fund:	SMART	(School/Departm	ent)	_ Advertised I	Date:	July 30,	2020	
Warehousing Servindversely affected decision or intended notice of protest of Statutes, states that the holidays and out the office of the person who files are payable to The Schrailure to post the constitute a waiver	ces and www.Dema by the decision or it d decision. The form or failure to file a fo "The formal writter lays during which the Director of Procure action protesting a bool Board of Brown bond required by S of the right to prote Silence, as stated	andstar.com on Seintended decision al written protest mal written protest protest shall state District is closed ment & Warehou in intended decision and County, Florid BBC Policy 3320 st. in the ITB / RF	shall file a notice of the shall be filed withingst shall constitute a water with particularity to shall be excluded sing Services, 7720 on shall post with the da, (SBBC), in an analy, Part VIII, Purchasi	@ 11:30 AM and we for protest, in writing in ten (10) days after waiver of proceeding the facts and law up in the computation West Oakland Parker School Board, at mount equal to one lang Policies, Section BID, is in effect u	vill remain posts, within 72 hour the date the noigs under this choon which the pof the 72-hour to Boulevard, Suthe time of filin percent (1%) on N, within the	ed for 72 urs after the otice of properties. See rotest is beine periodite 323, Stigg the form of the estimatime allowed by S	ted in the Procurement hours. Any person whe posting of the not otest is filed. Failure tetion 120.57(3) (b), Fased." Saturdays, Surd provided. Filings shunrise, Florida 33351 and written protest, a nated value of the conwed for filing a bond BBC. The Board	who is ice of to file lorida idays, all be . Any bond, stract. shall
meeting date sta concluded.	ted above is tental	tive. Confirm w	rith the Purchasing	Agent of record	for the actual of	date the C	Cone of Silence has	
HALLANDALE 10, 2020. THE P.	BEACH SMART	PROGRAM RI SUMMARY IS POTENTIAL	ENOVATIONS OF LISTED BELOW PREQUALIFIED	N JULY 30, 2020 : PROPOSALS	, THE BID O	PENING		Y OF MBER
	OLDERS	M/WBE PL	ANHOLDERS	RECEIVED	FROM M/W		NHOLDERS	
2	.3		16	3		1		
PROPOSALS RE	ECEIVED:							
	BIDDER			ERTIFICATION				
LEGO CONSTR	UCTION CO.		S	MBE- HA				
WEST CONSTR				NONE				
ADVANCED RO				NONE				
RESPONSIVE A IN THE AMOUN ADVANCED RO	ND RESPONSIE NT OF ITS LUMF OFING, INC.	BLE BIDDER T P-SUM BID., W	ISTRICT, IT IS RI HAT MET THE S HO IS LISTED BI	PECIFICATION ELOW:	S, TERMS, A	IND CO	ADE TO THE LO NDITIONS OF TH REEMENT.	WEST E BID
Ву:			tte Hemming.	Turner	Date:	09/17/	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.

Gulfstream Academy of Hallandale Beach K-8 (Hallandale Elementary School)

			<u>61</u>	<u>w</u>	<u>14</u>		
			Program	Program	Program		
	Original	Program	Year 6	Year 7	Year 8		
Project	Program Year	Years 1-5	(FY20)	(FY21)	(FY22)	Total	Scope

		SMART Program					
Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
Renovation	Yr4	113,031*	300,969*			414,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr4	184,563*	491,437*			676,000	HVAC Improvements
SMART Prog	gram Sub-Total	297,594	792,406	0	0	1,090,000	E

			Completed				
Project	Original Program Year	Program Years 1-5	Program Year 6 (FY20)	Program Year 7 (FY21)	Program Year 8 (FY22)	Total	Scope
SMART	Yr3	50,000				50,000	Music Equipment Replacement
SMART	Yr2	4,000				4,000	CAT 6 Data port Upgrade
SMART	Yr5	100,000				100,000	School Choice Enhancement
SMART	Yr2	78,000				78,000	Wireless Network Upgrade
SMART	Yr2	204,000				204,000	Additional computers to close computer gap
SMART	Yr2	139,000				139,000	Technology Infrastructure (Servers Racks, etc.) Upgrade
Completed :	Sub-Total	575,000	0	0	0	575,000	
School Total		872,594	792,406	0	0	1,665,000	

^{*}Project Scope Included: Year 4 total scope \$297,594 Year 6 total scope \$792,406 Total value of scope \$1,090,000



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

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 20th day of October, 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner" and

ADVANCED ROOFING, INC.

(Hereinafter referred to as "Contractor").

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

Bid No.:

FY21-092

Project No.:

P.002072

Location No.:

0131

Project Title: Facility Name: SMART Program Renovations Gulfstream Academy of Hallandale Beach

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

- 1. Building Envelope Improvements (roofing, windows, exterior walls etc.)
 - i. Roofing Building 3
- 2. HVAC Improvements

Constructed pursuant to drawings, specifications and other design documents prepared by RGD Consulting Engineers (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	Drawing	Revision No.	Date
Number	Title		
G0.00	COVER SHEET		07/17/2019
A0.00	ARCHITECTURAL NOTES		07/17/2019
A0.01	SITE PLAN		07/17/2019
A0.02	DEMO SITE PLAN		07/17/2019
A0.03	PHASING PLAN		07/17/2019
A1.01	FIRST LEVEL OVERALL FLOOR PLAN		07/17/2019
A1.02	BLDG 1 - NEW WORK FLOOR PLAN		07/17/2019
A1.03	BLDG 2 - NEW WORK FLOOR PLAN		07/17/2019
A1.04	BLDG 3N1 - NEW WORK FLOOR PLAN		07/17/2019
A1.05	BLDG 3S - NEW WORK FLOOR PLAN		07/17/2019
A2.00	ROOFING NOTES/LEGENDS		07/17/2019
A2.01	BLDG 3S EXISTING/DEMO ROOF PLAN		07/17/2019
A2.02	BLDG 3S NEW WORK ROOF PLAN		07/17/2019
A2.03	BLDG 3S BREEZEWAY EXISTING/DEMO ROOF PLAN		07/17/2019
A2.04	BLDG 3S BREEZEWAY NEW WORK ROOF PLAN		07/17/2019
A2.05	BLDG 3N ROOF MECH REPLACEMENT		07/17/2019
A2.06	ROOF DETAILS	2	10.04.2019
A2.07	ROOF DETAILS		07/17/2019
A2.08	ROOF DETAILS		07/17/2019
S0.01	GENERAL NOTES		07/17/2019

S1.01	WIND PRESSURES	07/17/2019
S1.02	DETAILS	07/17/2019
S1.03	ROOFING CALCULATIONS	07/17/2019
MO.01	MECHANICAL GENERAL NOTES,	07/17/2019
	LEGENDS, & INDEX	
MD1.01	BLDG. 1 - MECHANICAL FIRST	07/17/2019
	FLOOR PLAN - DEMO	
M1.01	BLDG. 1 - MECHANICAL FIRST	07/17/2019
	FLOOR PLAN - NEW WORK	
MD1.02	BLDG. 2 - MECHANICAL FIRST	07/17/2019
	FLOOR PLAN - DEMO	
M1.02	BLDG. 2 - MECHANICAL FIRST	07/17/2019
	FLOOR PLAN - NEW WORK	
		07/17/2019
MD1.03	BLDG. 3S - MECHANICAL FIRST	07/17/2019
	FLOOR PLAN - DEMO	
M1.03	BLDG. 3S - MECHANICAL FIRST	07/17/2019
	FLOOR PLAN - NEW WORK	
MD1.04	BLDG. 3N1 - MECHANICAL FLOOR	07/17/2019
THE STREET	PLANS - DEMO	
MD1.04A	BLDG. 3N1 - ENLARGED	07/17/2019
	MECHANICAL ROOMS - DEMO	
M1.04	BLDG. 3N1 - MECHANICAL FLOOR	07/17/2019
	PLAN - NEW WORK	
M1.04A	BLDG. 3N1 - ENLARGED	07/17/2019
	MECHANICAL ROOMS - NEW WORK	
MD2.01	BLDG. 1 - MECHANICAL ROOF PLAN -	07/17/2019
	DEMO	
M2.01	BLDG. 1 - MECHANICAL ROOF PLAN -	07/17/2019
5.11 x 20 x 5.12	NEW WORK	
MD2.02	BLDG. 3N - MECHANICAL ROOF PLAN	07/17/2019
	- DEMO	
M2.02	BLDG. 3N - MECHANICAL ROOF PLAN	07/17/2019
	- NEW WORK	
M2.03	BLDG. 3S - MECHANICAL ROOF PLAN	07/17/2019
	- NEW WORK	
M2.04	BLDG. 2 – MECHANICAL ROOF PLAN	07/17/2019
	- NEW WORK	
M4.01	MECHANICAL SCHEDULES	07/17/2019
M5.01	MECHANICAL DETAILS	07/17/2019
M5.02	MECHANICAL DETAILS	07/17/2019
M6.01	MECHANICAL CONTROLS	07/17/2019
MAB-1	MECHANICAL AS-BUILT - FOR	07/17/2019
	REFERENCE ONLY - BLDGS 1, 2, & 3	
MAB-2	MECHANICAL AS-BUILT - FOR	07/17/2019
	REFERENCE ONLY – BLDGS 1, 2, & 3	
MAB-3	MECHANICAL AS-BUILT – FOR	07/17/2019
	REFERENCE ONLY - BLDGS 1, 2, & 3	

MAB-4	MECHANICAL AS-BUILT - FOR REFERENCE ONLY - BLDGS 1, 2, & 3		07/17/2019
MAB-5	MECHANICAL AS-BUILT - FOR		07/17/2019
MAD-5	REFERENCE ONLY - BLDGS 1, 2, & 3		07/17/2019
MAB-6	MECHANICAL AS-BUILT - FOR		07/17/2019
MIND	REFERENCE ONLY - BLDGS 1, 2, & 3		0.71.72015
MAB-7	MECHANICAL AS-BUILT - FOR		07/17/2019
	REFERENCE ONLY - BLDG 1		
MAB-8	MECHANICAL AS-BUILT - FOR		07/17/2019
	REFERENCE ONLY - BLDG 2		
MAB-9	MECHANICAL AS-BUILT - FOR		07/17/2019
	REFERENCE ONLY - BLDG 3		
MAB-10	MECHANICAL AS-BUILT - FOR		07/17/2019
	REFERENCE ONLY - BLDG 3		
MAB-11	MECHANICAL AS-BUILT - FOR		07/17/2019
	REFERENCE ONLY - BLDG 3		
MAB-12	MECHANICAL AS-BUILT - FOR		07/17/2019
	REFERENCE ONLY - BLDG 3		
MAB-13	MECHANICAL AS-BUILT - FOR		07/17/2019
	REFERENCE ONLY - BLDG 3		
MAB-14	MECHANICAL AS-BUILT - FOR		07/17/2019
	REFERENCE ONLY - BLDG 3		COLUMN PROMOTER SERVICE
E0.01	ELECTRICAL GENERAL NOTES,	1	09.09.2019
	LEGENDS AND INDEX		
E0.02	ELECTRICAL LEGENDS		07/17/2019
ED1.01	BLDG. 1 - ELECTRICAL FIRST FLOOR		07/17/2019
	PLAN - DEMO		
E1.01	BLDG. 1 - ELECTRICAL FIRST FLOOR	1	09.09.2019
	PLAN - NEW WORK		
ED1.02	BLDG. 2 - ELECTRICAL FIRST FLOOR		07/17/2019
The state of the s	PLAN - DEMO		
E1.02	BLDG. 2 - ELECTRICAL FIRST FLOOR	1	09.09.2019
	PLAN - NEW WORK		
ED1.03	BLDG. 3S - ELECTRICAL FIRST		07/17/2019
	FLOOR PLAN - DEMO		
E1.03	BLDG. 3S - ELECTRICAL FIRST	1	09.09.2019
	FLOOR PLAN - NEW WORK		
ED1.04	BLDG. 3N1 - ELECTRICAL FLOOR		07/17/2019
	PLANS - DEMO		
ED1.04A	BLDG. 3N1 - ENLARGED ELECTRICAL		07/17/2019
	ROOMS - DEMO		
E1.04	BLDG. 3N1 - ELECTRICAL FLOOR	1	09.09.2019
	PLANS - NEW WORK		
E1.04A	BLDG. 3N1 - ELECTRICAL FLOOR	1	09.09.2019
	PLANS - NEW WORK		
ED2.01	BLDG. 1 - ELECTRICAL ROOF PLAN -		07/17/2019
	DEMO	uraives are release	
E2.01	BLDG. 1 - ELECTRICAL ROOF PLAN -		07/17/2019
	NEW WORK		

ED2.02	BLDG. 1 - ELECTRICAL ROOF PLAN - NEW WORK	07/17/2019
E2.02	BLDG. 2 - ELECTRICAL ROOF PLAN - NEW WORK	07/17/2019
ED2.03	BLDG. 3N - ELECTRICAL ROOF PLAN - DEMO	07/17/2019
E2.03	BLDG. 3N - ELECTRICAL ROOF PLAN - NEW WORK	07/17/2019
E2.04	BLDG. 3C - ELECTRICAL ROOF PLAN - NEW WORK	07/17/2019
E2.05	BLDG. 3S - ELECTRICAL ROOF PLAN	07/17/2019
E4.01	ELECTRICAL RISER, SCHEDULES, AND DETAILS	07/17/2019
E4.02	ELECTRICAL PANEL SCHEDULES	07/17/2019
E4.03	ELECTRICAL DETAILS	07/17/2019

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 9 - Finishes

Division 13 - Special Construction

Division 15 - Mechanical

Division 16 - Electrical

ARTICLE 3. CONTRACT SUM

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the lump-sum amount of: One Million Seven Hundred and Forty Thousand Three Hundred and Six Dollars

Dollars \$1,740,306.00

This shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

4.03 Required date(s) of Substantial Completion

4.03.01 The Contractor shall accomplish Substantial Completion of the Work on or before:

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

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

Required Substantial
Commencement Date: Completion Date

Phase N/A

4.04 Liquidated Damages for Substantial Completion:

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

Each Milestone

Five Hundred Dollars \$500.00 per day

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

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project

Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

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

5.02 Final Completion:

- 5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.
- 5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.
- 5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, 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:		
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	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Imad Younes

Address:

	The School Board of Broward County, Florida	
	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:	Robert P. Kornahrens, President Advance Roofing, Inc.	1950 NW 22 nd Street Fort Lauderdale, FL 33311
Surety's Agent:	Atlantic Specialty Insurance Company	605 Highway 169 North, Suite 800, Plymouth, MN 55441
Project Consultant:	RGD Consulting Engineers.	2151 South Highway A1A Alt, Suite 2000, Jupiter FL 33477

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

OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Donna P. Korn, Chair

Robert W. Runcie, Superintendent of

Schools

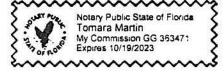
Approved as to form and legal content

Office of the General Counsel



CONTRACTOR ADVANCED ROOFING, INC. Robert P. Kornahrens, President , Secretary Witness Witness CONTRACTOR NOTARIZATION STATE OF _ Florida COUNTY OF Broward The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 / 20 /2020 by Robert P. Kornahrens, President of Advanced Roofing, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known (type of identification) as to me or has produced _____ identification.

[Notary Seal]



Tomara Martin

Name typed, printed or stamped

My Commission Expires: 10/19/2023

Notary Public

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.

rayment and renormance bonds.	
Clay Rives	SURETY: Atlantic Specialty Insurance Company By: Milliam X 1942 Aller
Take Take Torre Taylor	Its: William Grefe Griffin, Attorney-In-Fact
1 December 1000 Taylor	Date: October 20, 2020
STATE OF _ FLORIDA COUNTY OF _ BROWARD	
The foregoing instrument was acknowled	ged before me by means of $lacktriangle$ physical presence or \Box
online notarization, this <u>28th</u> (da	ate) by <u>September, 2020</u> (name of
officer or agent, title of officer or agent)	of Atlantic Specialty Insurance Company (name of
corporation acknowledging) , a <u>New Y</u>	ork corporation (state or place of
incorporation) corporation, on behalf of the	he corporation. He/ ¾X is personally known to me or
has produced <u>N/A</u>	(type of identification) as identification.
	No Ste
[Notary Seal]	Notary Public
VIVIAN SANTIAGO Notary Public, State of Florida My Commission Exp. May 16, 2021 No. GG 104601	Vivian Santiago Name typed, printed or stamped
	My Commission Expires: May 16, 2021

END OF DOCUMENT



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Ricardo Davila Lamar, William Grefe Griffin, Vivian Santiago, Michael Marino, Torre Taylor, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

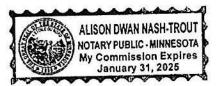
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY SEAL 1986 O

ву _

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 20th day of October , 2020.

This Power of Attorney expires January 31, 2025



Kara Barrow, Secretary

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Item #/1	itle of Agenda Request	ITB FY21-092 Gulfstream Acaden	novations	00 or Greater	
School	Board Meeting:	10/20/2020			
The fir	nancial impact of this ite	em is \$ <u>1,740,306</u>			
()	This project has not b 2020). These funds in	een appropriated in the A	dopted District Educational Faci	lities Plan (September 1, ital Projects Reserve.	
()	This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is no impact to the project budget.				
()	This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is no current impact to the project budget. There is a potential future impact to the project budget.				
()	This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is an additional impact to the project budget. These funds in the amount of \$ will come from the Capital Projects Reserve.				
02	Comments: This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is an additional impact to the project budget. These funds in the amount of $\frac{1,144,821}{1,090,000}$ will come from the Capital Projects Reserve. This increases the project budget from $\frac{1,090,000}{1,090,000}$ to $\frac{2,234,821}{1,090,000}$.				
<u>Depar</u>	tment Name	Department Head	Department Head		
Capita	l Budget	Omar Shim, Director	Omar Shin	10/5/2020 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.