

Ms. Evelyn Langlieb Greer, Board Member

SUBJECT: AUTHORIZATION TO EXECUTE AN AGREEMENT WITH THE FLORIDA SWIMMING POOL ASSOCIATION, GREATER MIAMI CHAPTER, TO ALLOW FOR THE CONSTRUCTION OF A SWIMMING POOL AT NEVA KING COOPER EDUCATIONAL CENTER, LOCATED AT 151 NW 5 STREET, HOMESTEAD, AS A CONTRIBUTION TO THE BOARD

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

The Florida Swimming Pool Association, Greater Miami Chapter (FSPAGMC), has offered to construct a swimming pool at Neva King Cooper Educational Center (School), to serve the special needs of the students attending this facility. The FSPAGMC will provide all plans and engineering for the pool and deck, excavation and construction of the pool, and equipment necessary for the daily operation of the pool, at no cost to the Board. The District will be responsible for providing electrical installation, any underground utility relocations, connection of water service and construction of bathrooms, changing areas and a pool enclosure as required. The cost of the improvements to be provided by the FSPAGMC is estimated at \$75,000.

All work will be done in conformance with the Florida Building Code, including the Americans With Disabilities Act, and District construction standards. Construction will be scheduled with the principal to minimize any impact on School operations. Subsequent to completion of the work, ownership of the pool and deck will vest with the District.

In anticipation of this donation, the Five Year Work Plan includes \$150,000 for construction of the bathroom/changing area. The District will attempt to complete this work concurrent with construction of the pool. Additional funds, estimated at \$50,000, will be required for electrical installation of pool equipment, connection of water service and relocation of underground utilities, installation of a pool enclosure and to cover the administrative and other related costs associated with the pool construction (e.g. plan review, field inspections, project administration, etc.).

Terms of the proposed agreement are, substantially, as follows:

- FSPAGMC will provide all labor and materials necessary to construct the pool and deck. All work will be done through a licensed contractor. Location of the improvements shall be as determined by FSPAGMC, the School principal, the Office of Capital Improvement Projects and other applicable District staff departments;

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- FSPAGMC shall retain all responsibility for design and construction of the improvements, in conformance with the Florida Building Code, Americans With Disabilities Act and District construction standards;
- the Education Facilities Compliance Department shall review and approve all construction drawings and specifications, issue permits, inspect the work and provide a final completion certificate;
- FSPAGMC shall cause any contractor performing the work to provide proof of General Liability coverage, Workers Compensation coverage and Automobile Liability coverage, and to indemnify, defend and hold harmless the Board, its employees, officers and representatives from any liability, damages and claims arising from the construction of the improvements. The Board shall also be named as an additional insured with respect to a General Liability policy, to be provided by the contractor prior to the commencement of the work, in the amount of \$1,000,000;
- FSPAGMC shall cause its contractor to implement appropriate safety measures to protect students and staff from any unsafe conditions. At the completion of the work, FSPAGMC shall secure an inspection of the site from the District, and shall not release its contractor until it receives written verification from the District attesting to the satisfactory completion of the work;
- subsequent to final acceptance of the work, the District shall assume ownership of the improvements, and shall be responsible for all future maintenance and utility costs; and
- FSPAGMC shall indemnify and hold the Board harmless from all liability, loss or damages that may arise due to claims, demands, suits or actions resulting from the performance of this agreement, provided such liability, loss or damage is caused by the actions, or failure to act, of FSPAGMC, and not due to the actions of the District or any unrelated third party. In addition, subsequent to completion of the work and acceptance of same by the District, the Board shall hold FSPAGMC harmless from all liability, loss or damages that may arise due to claims, demands, suits or actions resulting from the use and operation of the improvements by the District, other than those claims, demands or suits resulting from the actions, or failure to act, on the part of FSPAGMC or its contractor.

**ACTION PROPOSED BY
EVELYN LANGLIEB GREER:**

That The School Board of Miami-Dade County,
Florida:

1) authorize the Superintendent to execute an agreement with the Florida Swimming Pool Association, Greater Miami Chapter, to allow for the installation of a swimming pool at Neva King Cooper Educational Center, substantially in conformance with the terms noted above, as a contribution to the Board; and

2) authorize an amendment to the Five-Year Work Program to increase the project budget for the construction of the bathroom/changing area from \$150,000 to \$200,000, to also cover electrical and water connection and other associated costs, related to construction of the pool.