



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-07-24 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Construction

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:
JJ-1.

TITLE:

Construction Bid Recommendation of \$500,000 or Greater - ITB 18-048C - Griffin Elementary School - Cooper City - Anatom Construction Company - SMART Program Renovations - Project No. P.001745

REQUESTED ACTION:

Approve the Recommendation to award the Construction Agreement to Anatom Construction Company for the lump sum of \$3,296,363 and approve additional funding in the amount of \$1,868,208.

SUMMARY EXPLANATION AND BACKGROUND:

Scope of Work: See Executive Summary (Exhibit 1).
A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: <http://webappe.browardschools.com/eAgenda/>
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

The financial impact of approving this Construction Bid Recommendation is \$3,296,363. This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is an additional impact to the project budget. These funds in the amount of \$1,868,208 will come from the Capital Projects Reserve.

EXHIBITS: (List)

(1) Executive Summary (2) Recommendation Tabulation (3) ADEFP (4) Agreement (5) Collaboration Form (6) Memo to Revise

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Frank Girardi, Director	Phone: 754-321-1525
Name: Robert C. Corbin, CBRE I Heery Director	Phone: 754-321-4850

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

Leo Bobadilla - Chief Facilities Officer

Signature

Leo Bobadilla Jr
7/19/2018 2:54:14 PM

Electronic Signature

Form #4189 Revised 08/04/2017
RWR/ LB/FG/RC:ljc

Approved In Open Board Meeting On:

JUL 24 2018
By: *Nora Rupert*
School Board Chair

EXHIBIT 6

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

Robert W. Runcie
Superintendent Of Schools

Telephone: 754-321-2600

Facsimile: 754-321-2701

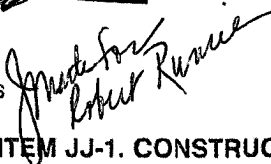
July 18, 2018

TO: School Board Members

FROM: Leo Bobadilla
Chief Facilities Officer



VIA: Robert W. Runcie
Superintendent of Schools



SUBJECT: REVISION TO AGENDA ITEM JJ-1. CONSTRUCTION BID RECOMMENDATION OF \$500,000 OR GREATER – ITB 18-048C – GRIFFIN ELEMENTARY SCHOOL – COOPER CITY – ANATOM CONSTRUCTION COMPANY – SMART PROGRAM RENOVATIONS – PROJECT NO. P.001745, FOR THE JULY 24, 2018 REGULAR SCHOOL BOARD MEETING

The following is a revision to Agenda Item JJ-1. Construction Bid Recommendation of \$500,000 or Greater – ITB 18-048C – Griffin Elementary School – Cooper City – Anatom Construction Company – SMART Program Renovations – Project No. P.001745, for the July 24, 2018 Regular School Board Meeting:

- In the Agenda Request Form (ARF), the EXHIBITS Section, Exhibit #4 - Agreement - Insert Missing Page - 10 of 14

RWR/LB/FG/RC:ma
Attachment

c: Senior Leadership Team

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB 18-048C
Griffin Elementary School , Cooper City
Anatom Construction Company
SMART Program Renovations
Project No. P.001745

PROJECT OVERVIEW:

Type of Contract:	Design/Bid/Build
Contractor:	Anatom Construction Company
Notice to Proceed Date:	Pending Board Approval
Budget:	See Below

GENERAL OVERVIEW:

This item is requesting authorization to award a Lump Sum Agreement for construction of the Griffin Elementary School SMART Program Renovations to Anatom Construction Company, in the amount of \$3,296,363. The scope of work for this project includes, but not limited to, safety/security upgrade, fire alarm, PE/athletic improvements, media center improvements, HVAC improvements, and building envelope improvements.

Approval to Advertise for Construction Bids was received from the Board on April 4, 2017 (Agenda Item J-1). The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on June 20, 2018, from a total of five (5) bidders (see Exhibit 2 for details). Procurement and Warehousing Services has recommended the award of the project to Anatom Construction Company as the lowest responsive, responsible bidder that met the specifications, terms, and conditions of the bid.

The proposal from Anatom Construction Company exceeds the available funds and requires additional funding to proceed with the SMART Program Renovations. In order to authorize the award of this contract, CBRE | Heery recommends the Board approve additional funding in the amount of \$1,868,208.

The overall project budget for the SMART Program Renovations at Griffin Elementary School is \$2,258,000. Of this amount, the pre-bid construction budget is \$1,597,992 and the pre-bid construction contingency is \$159,799 (10% of construction budget). The balance of the budget is for costs such as design fees, program management fees, and other soft costs.

The proposal that was received from Anatom Construction Company was for \$3,296,363. This proposal is \$1,698,371 over the pre-bid construction budget [$\$3,296,363$ (proposal amount) - $\$1,597,992$ (pre-bid construction budget)]. In addition, in order to maintain a 10% construction contingency for the project, the contingency needs to be increased by $\$169,837$ [$\$329,636$ (10% value of proposal) - $\$159,799$ (pre-bid construction contingency)].

The total requested increase to the overall project budget for the SMART Program Renovations is therefore \$1,868,208 ($\$1,698,371 + \$169,837$). This will result in a revised overall project budget of \$4,126,208 for the SMART Program Renovations.

Anatom Construction Company is a certified Minority/Women Business Enterprise (M/WBE).

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](#).



Select One #:	<u>18-048C</u>	Tentative Board Meeting Date*:	<u>July 24, 2018</u>	
Select One Title:	<u>GRIFFIN ELEMENTARY SCHOOL RENOVATIONS</u>	# Notified:	<u>1254</u>	# Downloaded: <u>41</u>
		# of Responses Rec'd:	<u>5</u>	# of "No Bids": <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	Select One Opening Date:	<u>June 20, 2018</u>	
	(School/Department)			
Fund:	<u>SMART</u>	Advertised Date:	<u>May 10, 2018</u>	

POSTING OF Select One RECOMMENDATION/TABULATION: Select One Recommendation and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on JUNE 20, 2018 @ 5:00 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 the 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 18-048C GRIFFIN ELEMENTARY SCHOOL RENOVATIONS ON MAY 10, 2018. FIVE (5) PROPOSALS WERE RECEIVED:


- MBR CONSTRUCTION, INC.
- LEGO CONSTRUCTION CO.
- T&G CORPORATION / DBA T&G CONSTRUCTORS
- ANATOM CONSTRUCTION COMPANY.
- WEST CONSTRUCTION, INC.

IT IS RECOMMENDED THE AWARD BE MADE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER THAT MET THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THE BID, WHO IS LISTED BELOW:

ANATOM CONSTRUCTION COMPANY.

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.

By:  Date: June 20, 2018
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.
Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Griffin Elementary School

Adopted District Educational Facilities Plan

Project	Program Year 1 2015	Program Year 2 2016	Program Year 3 2017	Program Year 4 2018	Program Year 5 2019	Total	Scope
Stand-by Electrical Generator	334,935	Complete				334,935	Replace existing generator with new equipment. Provide a new emergency generator and controls, new transfer switch, annunciator fully coordinator with all inter-related systems.
DEFP Sub-Total	334,935	0	0	0	0	334,935	

SMART Program

Project	Program Year 1 2015	Program Year 2 2016	Program Year 3 2017	Program Year 4 2018	Program Year 5 2019	Total	Scope
Safety & Security		98,000*				98,000	Safety / Security Upgrade
Safety & Security		294,000*				294,000	Fire Alarm
Athletics		10,000*				10,000	PE/Athletic Improvements
Renovation		100,000				100,000	School Choice Enhancement
Renovation		313,000*				313,000	Media Center improvements
Renovation		585,000*				585,000	HVAC Improvements
Renovation		958,000*				958,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
SMART Sub-Total		2,358,000				2,358,000	

Completed

Type	Program Year 1 2015	Program Year 2 2016	Program Year 3 2017	Program Year 4 2018	Program Year 5 2019	Total	Scope
SMART		151,000				151,000	Additional computers to close computer gap
SMART		18,000				18,000	CAT 6 Data port Upgrade
SMART		50,000				50,000	Music Equipment Replacement
SMART		26,000				26,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART		62,000				62,000	Wireless Network Upgrade
Complete Sub-Total		307,000				307,000	

School Total	334,935	2,665,000	0	0	0	2,999,935	
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*Project Scope Included:
 Year 2 total scope \$2,258,000
 Total value of scope \$2,258,000



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 24th day of July, 2018 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

ANATOM Construction Company

(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.:	18-048C
Project No.:	P.001745
Location No.:	2851
Project Title:	Renovations
Facility Name:	Griffin Elementary School

Work of this Contract comprises the general construction of, but not limited to, Renovations, including, but not limited to, reroofing, replacement of air conditioning equipment, test and balance of air conditioning system, provision of missing exit signs, replacement of wall pack lighting fixtures, renovation of Media Center and supporting office area, renovation of student toilets serving Media Center area, selective replacement of playground equipment, and related improvements.

Constructed pursuant to drawings, specifications and other design documents prepared by Jorge A. Gutierrez Arch. LLC. (Hereinafter referred to as **Project Consultant**).

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

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

ARTICLE 1. ENTIRE AGREEMENT

1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement

between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

- 2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:
- 2.02 The Drawings:

Drawing Number	Drawing Title	Revision Number	Revision Date
G-001	COVER	REV#1	08-16-2017
G-002	DRAWING INDEX	REV#3	01-19-2018
G-003	ROOF GENERAL NOTES	REV#2	10-06-2017
G-004	ROOF GENERAL NOTES	REV#2	10-06-2017
<u>STRUCTURAL</u>			
S-1	BUILDING 1, 3 & 4 WIND PRESSURE	REV#3	01-15-2018
S-2	BUILDINGS 1, 3, 4 CORRECTIVE WORK	REV#3	01-15-2018
S-3	BUILDING 1 ROOF DECK EVALUATION	REV#3	01-15-2018
S-4	BUILDING 1 LOCATION OF RTU, DETAILS	REV#3	01-15-2018
<u>ARCHITECTURAL</u>			
AS-101	SITE PLAN	REV#2	10-06-2017
A-101	OVERALL BUILDING FLOOR PLAN	REV#3	01-19-2018
LS-101	DEMOLITION LIFE SAFETY PLAN BUILDING 1	REV#2	10-06-2017
LS-102	DEMOLITION LIFE SAFETY PLAN PORTABLES	REV#1	08-16-2017
LS-103	LIFE SAFETY PLAN BUILDING 1	REV#2	10-06-2017
LS-104	LIFE SAFETY PLAN PORTABLES	REV#1	08-16-2017
AA-101	PARTIAL FLOOR PLAN BUILDING 1 - AREA A	REV#1	08-16-2017
AA-102	PARTIAL FLOOR PLAN BUILDING 1 - AREA B	REV#1	08-16-2017
AA-103	PARTIAL FLOOR PLAN BUILDING 1 - AREA C		
AA-201	DEMO & NEW RESTROOM PLANS BUILDING 1	REV#2	10-06-2017
AA-202	RESTROOM ELEVATIONS BUILDING 1	REV#2	10-06-2017
AA-203	RESTROOM ELEVATION & DETAILS	REV#1	08-16-2017
AA-204	MEDIA CENTER DEMOLITION PLAN	REV#1	08-16-2017

AA-205	MEDIA CENTER FLOOR PLAN	REV#2	10-06-2017
AA-301	DEMOLITION CEILING BUILDING 1 AREA C	REV#1	08-16-2017
AA-302	NEW CEILING BUILDING 1 AREA C	REV#1	08-16-2017
AB-300	KITCHEN CEILING PLAN		
AB-303	OVERALL EXISTING ROOF PLAN	REV#3	01-19-2018
AB-304	PARTIAL DEMOLITION ROOF PLAN BUILDING NO. 1 AREA A	REV#3	01-19-2018
AB-305	PARTIAL DEMOLITION ROOF PLAN BUILDING 1 AREA B	REV#3	01-19-2018
AB-306	PARTIAL DEMOLITION ROOF PLAN BUILDING 1 AREA C	REV#3	01-19-2018
AB-307	DEMOLITION ROOF PLANS BUILDINGS 3 & 4	REV#1	08-16-2017
AB-308	ROOF PHOTOS AREAS A & B	REV#1	08-16-2017
AB-309	ROOF PHOTOS AREAS A & B	REV#1	08-16-2017
AB-311	PARTIAL NEW ROOF PLAN BUILDING 1 - AREA A	REV#3	01-19-2018
AB-312	PARTIAL NEW ROOF PLAN BUILDING 1 - AREA B & DRAINAGE CALCULATION	REV#3	01-19-2018
AB-313	PARTIAL NEW ROOF PLAN BUILDING 1 - AREA C	REV#3	01-19-2018
AB-314	NEW ROOF PLANS BUILDINGS 3 & 4	REV#3	01-19-2018
AC-401	BUILDING SECTIONS	REV#3	01-19-2018
AC-402	BUILDING SECTIONS BUILDINGS 3 & 4	REV#3	01-19-2018
AC-403	BUILDING ELEVATIONS BUILDING 1	REV#3	01-19-2018
AC-404	PARTIAL ELEVATIONS BUILDING 1	REV#2	10-06-2017
AD-500	ROOF DETAILS	REV#3	01-19-2018
AD-501	ROOF DETAILS	REV#3	01-19-2018
AD-502	ROOF DETAILS	REV#3	01-19-2018
AD-503	ROOF DETAILS	REV#3	01-19-2018
AD-504	ROOF DETAILS	REV#3	01-19-2018
AD-505	ROOF DETAILS AND GENERAL DETAILS	REV#3	01-19-2018

MECHANICAL

M-001	MECHANICAL GENERAL NOTES & SYMBOLS	REV#2	10-06-2017
DM-101	MECHANICAL DEMOLITION PLAN BUILDING 1	REV#3	01-18-2018
DM-102	MECHANICAL DEMOLITION ROOF PLAN BUILDING 1	REV#1	05-19-2017
M-100	OVERALL MECHANICAL FLOOR PLAN		
M-101	PARTIAL MECHANICAL FLOOR PLAN BUILDING 1 AREA A	REV#2	10-06-2017
M-102	PARTIAL MECHANICAL FLOOR PLAN BUILDING 1 AREA B	REV#2	10-06-2017
M-103	PARTIAL MECHANICAL FLOOR PLAN BUILDING 1 AREA C	REV#3	01-18-2018
M-201	MECHANICAL ROOM 177 ENLARGEMENT PLAN	REV#3	01-19-2018
M-202	OVERALL MECHANICAL ROOF PLAN BUILDING 1	REV#1	05-19-2017
M-300	MECHANICAL SCHEDULE	REV#2	10-06-2017
M-301	MECHANICAL SCHEDULE CONTD.	REV#3	01-18-2018
M-400	MECHANICAL DETAILS	REV#3	01-18-2018
M-500	MECHANICAL KITCHEN HOOD SECTIONS	REV#1	10-06-2017
M-501	MECHANICAL KITCHEN HOOD SECTIONS	REV#1	05-19-2017
M-600	MECHANICAL SECTIONS	REV#2	10-06-2017
M-700	MECHANICAL CONTROLS	REV#2	10-06-2017
PH-1.0	PHASING PLAN PHASES 1 AND 2		
PH-1.1	PHASING PLAN PHASES 3 AND 4		

ELECTRICAL

E-001	ELECTRICAL GENERAL NOTES & SYMBOLS	REV#2	10-06-2017
DE-100	OVERALL ELECTRICAL DEMOLITION FLOOR PLAN	REV#1	05-19-2017
DE-102	PARTIAL ELECTRICAL DEMOLITION FLOOR PLAN BUILDING 1 AREA B	REV#2	10-06-2017
DE-103	PARTIAL ELECTRICAL DEMOLITION FLOOR PLAN BUILDING 1 AREA C	REV#1	05-19-2017
DE-400	OVERALL FIRE ALARM DEMOLITION FLOOR PLAN		
DE-401	PARTIAL FIRE ALARM DEMOLITION FLOOR PLAN BUILDING 1 AREA A	REV#1	05-19-2017
DE-402	PARTIAL FIRE ALARM DEMOLITION FLOOR PLAN BUILDING 1 AREA B		
DE-403	PARTIAL FIRE ALARM DEMOLITION FLOOR PLAN BUILDING 1 AREA C		
DE-404	PARTIAL FIRE ALARM DEMOLITION FLOOR PLAN PORTABLES		
E-100	OVERALL ELECTRICAL FLOOR PLAN	REV#1	05-19-2017
E-101	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 1 AREA A	REV#1	05-19-2017
E-102	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 1 AREA B	REV#2	10-06-2017
E-103	PARTIAL ELECTRICAL FLOOR PLAN BUILDING 1 AREA C	REV#3	01-19-2018
E-200	PARTIAL ELECTRICAL ROOF PLAN BUILDING 1 AREA B	REV#2	10-06-2017
E-300	OVERALL LIGHTING FLOOR PLAN		
E-301	PARTIAL LIGHTING FLOOR PLAN BUILDING 1 AREA A	REV#2	10-06-2017
E-302	PARTIAL LIGHTING FLOOR PLAN BUILDING 1 AREA B & BUILDING 2	REV#2	10-06-2017
E-303	PARTIAL LIGHTING FLOOR PLAN BUILDING 1 AREA C	REV#2	10-06-2017
E-400	OVERALL FIRE ALARM FLOOR PLAN		
E-401	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 1 AREA A	REV#2	10-06-2017
E-402	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 1 AREA B	REV#2	10-06-2017
E-403	PARTIAL FIRE ALARM FLOOR PLAN BUILDING 1 AREA C & BUILDING 2	REV#2	10-06-2017
E-404	PARTIAL FIRE ALARM FLOOR PLAN PORTABLES	REV#2	10-06-2017
E-500	ELECTRICAL PANEL SCHEDULES	REV#3	01-19-2018
E-600	FIRE ALARM RISER DIAGRAM	REV#2	10-06-2017

PLUMBING

P-001	PLUMBING GENERAL NOTES & SYMBOLS	REV#2	10-06-2017
DP-101	PARTIAL PLUMBING DEMOLITION FLOOR PLAN BUILDING 1 AREA A	REV#1	05-19-2017
DP-102	PARTIAL PLUMBING DEMOLITION FLOOR PLAN BUILDING 1 AREA B	REV#2	10-06-2017
P-101	PARTIAL PLUMBING FLOOR PLAN BUILDING 1 AREA A	REV#1	05-19-2017
P-102	PARTIAL PLUMBING FLOOR PLAN BUILDING 1 AREA B	REV#1	05-19-2017
P-103	PARTIAL PLUMBING FLOOR PLAN BUILDING 1 AREA C	REV#2	10-06-2017
P-200	OVERALL PLUMBING ROOF PLAN	REV#1	05-19-2017
P-300	STUDENT RESTROOMS 159 & 160 ENLARGEMENT	REV#2	10-06-2017
P-400	SANITARY AND COLD WATER ISOMETRIC	REV#2	10-06-2017
P-500	PLUMBING DETAILS	REV#2	10-06-2017

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 & Plastic
- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors & Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 12 – Furnishings
- Division 13 – Special Construction
- Division 14 – Conveying Systems
- 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:

Three Million Two Hundred Ninety-Six Thousand Three Hundred Sixty-Three Dollars \$3,296,363.00

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:

414 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
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
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4.04.03 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

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

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

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

5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items

necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

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

5.02 **Final Completion:**

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

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

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

5.03 **Liquidated Damages for Final Completion:**

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

Five Hundred Dollars \$500.00

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.

and approved by the United States Treasury Department and licensed to do business in the State of Florida.

- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

ARTICLE 8. NOTICES

- 8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Stephen Gaydosh
	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:	ANATOM Construction Company	490 Business Park Way Royal Palm Beach, FL 33411

Surety's Agent:	Nielson, Wojtowicz, Neu & Associates Contact: Jessica Reno	1000 Central Ave, Suite 200 St Petersburg, FL 33705
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Project Consultant:	Jorge A. Gutierrez, Architect LLC	19950 West Country Club Drive, Suite 905, Aventura, Florida 33180
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8.02 These addresses may be changed by either of the parties by written notice to the other party.

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

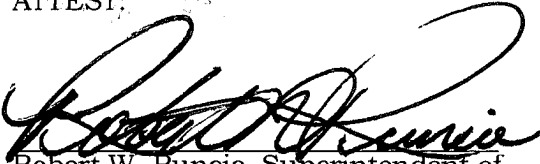
9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, 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 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, ANATOM Construction Company, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of
Schools

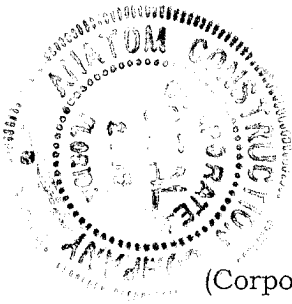
OWNER

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA


Nora Rupert, Chair

Approved as to form and legal content


Office of the General Counsel



(Corporate Seal)

CONTRACTOR

[NAME OF CONTRACTOR]

By [Signature]
Luis Valderrama, President

[Signature]
Secretary

Witness

[Signature]

Witness

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28th day of June,
2018 by Luis Valderrama of ANATOM construction
company
and, _____ of _____,

on behalf of the Contractor.

Luis Valderrama, and, _____ are personally
known to me or produced _____ as identification and
did/did not first take an oath.

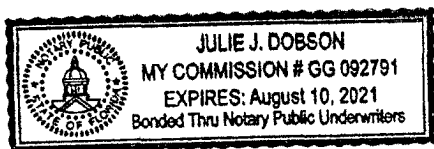
My commission expires:

[Signature]
Signature - Notary Public

Julie J. Dobson
Printed Name of Notary

expires: 08/10/2021 GG 092791
Notary's Commission No.

(SEAL)



SURETY ACKNOWLEDGMENT

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

SURETY: United States Surety Company

Glenn Robb
JMR

By: Kari Schmor

Its: Kari Schmor, Attorney-In-Fact

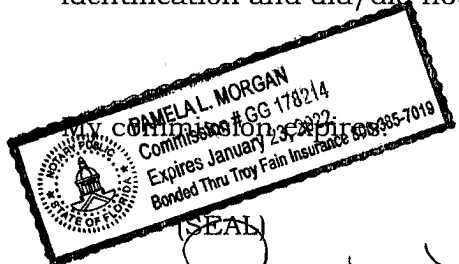
Date: 06/28/2018

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 28th day of June, 2018
by Kari Schmor of United States Surety Company
behalf of the Surety.

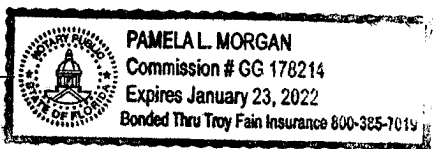
He/she is personally known to me or produced personally known as
identification and did/did not first take an oath.



Pamela L Morgan
Signature - Notary Public

PAMELA L MORGAN
Printed Name of Notary

66178214
Notary's Commission No.



END OF DOCUMENT

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Pamela L. Morgan, J. Mark Carlton, Kari Schmor

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of June, 2018.

Corporate Seals



Bond No. N/A
Agency No. 12100

[Signature]
Kio Lo, Assistant Secretary

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-1./Construction Bid Recommendation of \$500,000 or Greater
ITB 18-048C
Griffin Elementary School, Cooper City
Anatom Construction Company
SMART Program Renovations
Project No. P.001745

School Board Meeting: 07/24/2018

The financial impact of this item is \$3,296,363

- () This project has not been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). These funds in the amount of \$ _____ will come from the Capital Projects Reserve.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no impact to the project budget.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no current impact to the project budget. There is a potential future impact to the project budget based on the additional scope approved in this item.
- (X) This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is an additional impact to the project budget. These funds in the amount of \$1,868,208 will come from the Capital Projects Reserve.
- () Comments:

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director


Signature

7/2/2018
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.