

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

August 6, 2018

TO: School Board Members

FROM: Leo Bobadilla  
Chief Facilities Officer



VIA: Robert W. Runcie *RWR*  
Superintendent of Schools

**SUBJECT: Revisions to Agenda Item JJ-11. Construction Bid Recommendation of \$500,000 or Greater – Quiet Waters Elementary School – Deerfield Beach – Anatom Construction Company – SMART Program Renovations – Project No. P.001754, for the August 7, 2018 School Board Operational Meeting**

The following are revisions to Agenda Item JJ-11. Construction Bid Recommendation of \$500,000 or Greater – Quiet Waters Elementary School – Deerfield Beach – Anatom Construction Company – SMART Program Renovations – Project No. P.001754, for the August 7, 2018 School Board Operational Meeting:

- Exhibit 1 – Replace Executive Summary
- Exhibit 4 – Add Agreement
- Exhibit 5 – Add Collaboration Form

RWR/LB/SNM/RC:dch  
Attachment

c: Senior Leadership Team

**EXECUTIVE SUMMARY**

**Construction Bid Recommendation of \$500,000 or Greater  
ITB 18-164C  
Quiet Waters Elementary School, Deerfield Beach  
Anatom Construction Company  
Smart Program Renovations  
Project No. P.001754**

**PROJECT OVERVIEW:**

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

**GENERAL OVERVIEW:**

This item is requesting authorization to award a Lump Sum Contract for construction of the Quiet Waters Elementary School Smart Program Renovations to Anatom Construction Company, in the amount of \$4,799,926. The scope of work for this project includes, but not limited to, fire sprinklers, music room renovation, art room renovation and equipment, HVAC improvements, and building envelope improvements.

Approval to Advertise for Bids was received from the Board on July 25, 2017 (Agenda Item J-3). The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on July 24, 2018 from a total of three (3) bidders (see Exhibit 2 for details). Procurement and Warehousing Services has recommended the award of the project to Smart Program Renovations as the 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. CBRE | Heery recommends that the Board approve additional funding in the amount of \$1,576,000.

The overall project budget for the Smart Program Renovations at Quiet Waters Elementary School is \$4,621,000. Of this amount, the pre-bid construction budget is \$3,367,199 and the pre-bid construction contingency is \$336,720 (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 \$4,799,926. This proposal is \$1,432,727 over the pre-bid construction budget [\$4,799,926 (proposal amount) - \$3,367,199 (pre-bid construction budget)]. In addition, in order to maintain a 10% construction contingency for the project, the contingency needs to be increased by \$143,273 [\$479,993 (10% value of proposal) - \$336,720 (pre-bid construction contingency)].

The total requested increase to the overall project budget for the Smart Program Renovations is therefore \$1,576,000 (\$1,432,727 + \$143,273). This will result in a revised overall project budget of \$6,197,000 for the Smart Program Renovations.

Anatom Construction Company is a certified Small/Minority/Women Business Enterprise (S/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](#).



**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 7<sup>th</sup> day of August, 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.:	18-164C
Project No.:	P.001754
Location No.:	3121
Project Title:	Renovations
Facility Name:	Quiet Waters Elementary School

Renovations, including, but not limited to, aluminum covered walkway repair, renovate existing art room, renovate existing music room, reroof buildings, complete HVAC replacement, partial HVAC replacement, test & balance, fire protection improvement, electrical improvements.

Constructed pursuant to drawings, specifications and other design documents prepared by Williamson Dacar Associates, Inc. (Hereinafter referred to as **Project Consultant**).

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

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

**ARTICLE 1. ENTIRE AGREEMENT**

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 Date	Revision Number
T1	COVER SHEET	9/22/17	
T2	DRAWING INDEX AND SYMBOL LEGEND	5/17/18	4
LS0.1	OVERALL LIFE SAFETY PLAN	12/4/17	1
<b>ARCHITECTURAL</b>			
A0.3.2	DEMO REFLECTED CEILING PLAN - BUILDING 2	12/4/17	1
A0.3.4	DEMO REFLECTED CEILING PLAN - BUILDING 4	12/4/17	1
A0.3.5	DEMO REFLECTED CEILING PLAN - BUILDING 5	12/4/17	1
A0.3.6	DEMO REFLECTED CEILING PLAN - BUILDING 6	12/4/17	1
A0.4.0	ROOF PLAN - DEMOLITION	5/17/18	4
A0.4.1	ROOF DEMOLITION PLAN - BUILDING 1	5/17/18	4
A0.4.2	ROOF DEMOLITION PLAN - BUILDING 2	5/17/18	4
A0.4.3	ROOF DEMOLITION PLANS - BLDGS. 3 AND 9	5/17/18	4
A0.4.4	ROOF DEMOLITION PLAN - BUILDING 4	5/17/18	4
A0.4.5	ROOF DEMOLITION PLAN - BUILDING 5	5/17/18	4
A0.4.6	ROOF DEMOLITION PLAN - BUILDING 6	5/17/18	4
A0.4.8	ROOF DEMO PLANS - BLDG. 8, 10, AND 11	5/17/18	4
A0.5.1	ROOF PHOTOS - BLDG 1	12/4/17	1
A0.5.2	ROOF PHOTOS - BLDG 2	12/4/17	1
A0.5.3	ROOF PHOTOS - BLDG 3	12/4/17	1
A0.5.4	ROOF PHOTOS - BLDG 4	12/4/17	1
A0.5.5	ROOF PHOTOS - BLDG 5	12/4/17	1
A0.5.6	ROOF PHOTOS - BLDG 6 / 8	12/4/17	1
A0.5.9	ROOF PHOTOS - BLDG 9 / 10	12/4/17	1

A1.0	SITE PLAN	9/22/17	
A1.1	REFERENCE FLOOR PLAN	9/22/17	
A1.1.1	NEW AND DEMO FLOOR PLAN - BUILDING 2	9/22/17	
A1.1.2	NEW AND DEMO FLOOR PLANS - BUILDINGS 4, 5, AND 6	9/22/17	
A1.3.1	NEW AND DEMO REFLECTED CEILING PLAN BUILDING 2	9/22/17	
A1.3.2	NEW REFLECTED CEILING PLAN - BUILDING 2	12/4/17	1
A1.3.4	NEW REFLECTED CEILING PLAN - BLDG 4, 5, 6	12/4/17	1
A1.4	ROOF PLAN - OVERALL	5/17/18	4
A1.4.1	ROOF PLAN - BUILDING 1	5/17/18	4
A1.4.2	ROOF PLAN - BUILDING 2	5/17/18	4
A1.4.3	ROOF PLANS - BUILDING 3 AND 9	5/17/18	4
A1.4.4	ROOF PLAN - BUILDING 4	5/17/18	4
A1.4.5	ROOF PLAN - BUILDING 5	5/17/18	4
A1.4.6	ROOF PLAN - BUILDING 6	5/17/18	4
A1.4.8	ROOF PLANS - BUILDINGS 8, 10, AND 11	5/17/18	4
A5.0	DETAILS	4/23/17	3
A5.1	DETAILS	4/23/17	3
A5.2	DETAILS	4/23/17	3
A5.3	DETAILS	4/23/17	3
A5.4	DETAILS	4/23/17	3
A5.5	DETAILS	5/17/18	4
A5.6	TOWER ROOF DETAILS	5/17/18	4
A6.0	ENLARGED PLANS AND ELEVATIONS	9/22/17	
A6.1	ENLARGED PLANS AND ELEVATIONS	9/22/17	
A8.0	SCHEDULES	12/4/17	1

## **STRUCTURAL**

S0.1	STRUCTURAL NOTES	12/4/17	1
S1.0	BUILDING 1&2 STRUCTURAL	2/23/17	2
S1.2	BUILDING 6,3,8 &9 STRUCTURAL	2/23/17	2
S1.3	BUILDING 4&5 STRUCTURAL	2/23/17	2
S1.4	COOLING TOWER FRAMING	4/23/17	3
S5.0	STRUCTURAL DETAILS	4/23/17	3
S5.1	STRUCTURAL DETAILS	4/23/17	3
S5.2	INSULATION DIAGRAM BUILDING 1	2/23/17	2
S5.3	INSULATION DIAGRAM BUILDING 2	2/23/17	2
S5.4	INSULATION DIAGRAM BUILDING 4	2/23/17	2
S5.5	INSULATION DIAGRAM BUILDING 8	2/23/17	2
C-1.0	FIRE SERVICE PLAN	9/22/17	
C-2.0	FIRE SERVICE DETAILS	9/22/17	

## **FIRE PROTECTION**

FP0.0	FIRE PROTECTION GENERAL NOTES & LEGENDS	9/22/17	
FP0.0.1	FIRE PROTECTION SITE PLAN	9/22/17	
FP1.1.2	FIRE PROTECTION FLOOR PLAN - BUILDING 2	9/22/17	
FP1.1.3	FIRE PROTECTION FLOOR PLAN - BUILDING 3	9/22/17	
FP1.1.4	FIRE PROTECTION FLOOR PLAN - BUILDING 4	9/22/17	
FP1.1.5	FIRE PROTECTION FLOOR PLAN - BUILDING 5	9/22/17	

FP1.1.6	FIRE PROTECTION FLOOR PLAN - BUILDING 6	9/22/17	
FP1.1.8	FIRE PROTECTION FLOOR PLAN - BUILDING 8 & 80	9/22/17	
FP5.0	FIRE PROTECTION DETAILS	12/4/17	1

### PLUMBING

P0.0	PLUMBING GENERAL NOTES AND SYMBOLS	4/23/17	3
P0.1.2	PLUMBING DEMOLITION PLAN - BUILDING 2	9/22/17	
P1.1.2	PLUMBING FLOOR PLAN - BUILDING 2	9/22/17	
P1.4.1	PLUMBING ROOF PLAN - BLDG1	2/23/17	2
P1.4.2	PLUMBING ROOF PLAN - BLDG 2	2/23/17	2
P1.4.3	PLUMBING ROOF PLAN - BLDG 3	2/23/17	2
P1.4.4	PLUMBING ROOF PLAN - BLDG 4	2/23/17	2
P1.4.5	PLUMBING ROOF PLAN - BLDG 5	2/23/17	2
P1.4.6	PLUMBING ROOF PLAN - BLDG 6	2/23/17	2
P1.4.8	PLUMBING ROOF PLAN - BLDG 8	2/23/17	2

### MECHANICAL

M0.0	MECHANICAL GENERAL NOTES AND SYMBOL LEGEND	12/4/17	1
M0.1	MECHANICAL GENERAL NOTES AND SYMBOL LEGEND	4/23/17	3
M0.1.2	MECHANICAL DEMOLITION PLAN - BUILDING 2	12/4/17	1
M0.1.3	MECHANICAL DEMOLITION PLAN - BUILDING 3	12/4/17	1
M0.1.4	MECHANICAL DEMOLITION PLAN - BUILDING 4	12/4/17	1
M0.1.5	MECHANICAL DEMOLITION PLAN - BUILDING 5	12/4/17	1
M0.1.6	MECHANICAL DEMOLITION PLAN - BUILDING 6	12/4/17	1
M0.1.8	MECHANICAL DEMOLITION PLAN - BUILDING 8, 80, & 85	9/22/17	
M0.1.9	MECHANICAL DEMOLITION PLAN - BUILDING 9	9/22/17	
M0.4.1	MECHANICAL DEMOLITION ROOF PLAN - BUILDING 1	2/23/17	2
M0.4.2	MECHANICAL DEMOLITION ROOF PLAN - BUILDING 2	2/23/17	2
M0.4.3	MECHANICAL DEMOLITION ROOF PLAN - BUILDING 3	12/4/17	1
M0.4.4	MECHANICAL DEMOLITION ROOF PLAN - BUILDING 4	12/4/17	1
M0.4.5	MECHANICAL DEMOLITION ROOF PLAN - BUILDING 5	12/4/17	1
M0.4.6	MECHANICAL DEMOLITION ROOF PLAN - BUILDING 6	12/4/17	1
M0.4.7	MECHANICAL DEMOLITION ROOF PLAN - BUILDING 8	12/4/17	1
M1.1.2	MECHANICAL FLOOR PLAN - BUILDING 2	2/23/17	2
M1.1.3	MECHANICAL FLOOR PLAN - BUILDING 3	2/23/17	2
M1.1.4	MECHANICAL FLOOR PLAN - BUILDING 4	12/4/17	1
M1.1.5	MECHANICAL FLOOR PLAN - BUILDING 5	12/4/17	1
M1.1.6	MECHANICAL FLOOR PLAN - BUILDING 6	12/4/17	1
M1.1.8	MECHANICAL FLOOR PLAN - BUILDING 8, 80, & 85	9/22/17	
M1.1.9	MECHANICAL FLOOR PLAN - BUILDING 9	12/4/17	1
M1.4.1	MECHANICAL ROOF PLAN - BUILDING 1	12/4/17	1
M1.4.2	MECHANICAL ROOF PLAN - BUILDING 2	4/23/17	3
M1.4.3	MECHANICAL ROOF PLAN - BUILDING 3	12/4/17	1
M1.4.4	MECHANICAL ROOF PLAN - BUILDING 4	12/4/17	1
M1.4.5	MECHANICAL ROOF PLAN - BUILDING 5	12/4/17	1
M1.4.6	MECHANICAL ROOF PLAN - BUILDING 6	12/4/17	1
M1.4.7	MECHANICAL ROOF PLAN - BUILDING 8	12/4/17	1
M3.0	MECHANICAL ENLARGED PLANS & SECTION VIEWS	9/22/17	

M4.0	MECHANICAL CONTROLS	2/23/17	2
M4.1	MECHANICAL CONTROLS	12/4/17	1
M4.2	MECHANICAL CONTROLS	2/23/17	2
M5.0	MECHANICAL SCHEDULES	2/23/17	2
M5.1	MECHANICAL SCHEDULES	12/4/17	1
M6.0	MECHANICAL DETAILS	12/4/17	1
M6.1	MECHANICAL DETAILS	2/23/17	2

**ELECTRICAL**

E0.0	ELECTRICAL SYMBOLS LEGEND AND GENERAL NOTES	2/23/17	2
E0.0.1	ELECTRICAL SITE PLAN	9/22/17	
E0.1.2	ELECTRICAL DEMO PLAN - BUILDING 2	9/22/17	
E0.1.3	ELECTRICAL DEMO PLAN - BUILDING 3	9/22/17	
E0.1.4	ELECTRICAL DEMO PLAN - BUILDING 4	9/22/17	
E0.1.5	ELECTRICAL DEMO PLAN - BUILDING 5	9/22/17	
E0.1.6	ELECTRICAL DEMO PLAN - BUILDING 6	9/22/17	
E0.1.8	ELECTRICAL DEMO PLAN - BUILDING 8, 80,85	9/22/17	
E0.1.9	ELECTRICAL DEMO PLAN - BUILDING 9	9/22/17	
E0.4.2	ELECTRICAL DEMO ROOF PLAN - BLDG 2	12/4/17	1
E0.4.3	ELECTRICAL DEMO ROOF PLAN - BLDG 3 AND 9	12/4/17	1
E0.4.4	ELECTRICAL DEMO ROOF PLAN - BLDG 4	12/4/17	1
E0.4.5	ELECTRICAL DEMO ROOF PLAN - BLDG 5	12/4/17	1
E0.4.6	ELECTRICAL DEMO ROOF PLAN - BLDG 6	12/4/17	1
E0.4.8	ELECTRICAL DEMO ROOF PLAN - BLDG 8	12/4/17	1
E1.1.1	ELECTRICAL PLAN - BUILDING 1	9/22/17	
E1.1.2	ELECTRICAL PLAN - BUILDING 2	9/22/17	
E1.1.3	ELECTRICAL PLAN - BUILDING 3	9/22/17	
E1.1.4	ELECTRICAL PLAN - BUILDING 4	9/22/17	
E1.1.5	ELECTRICAL PLAN - BUILDING 5	9/22/17	
E1.1.6	ELECTRICAL PLAN - BUILDING 6	9/22/17	
E1.1.8	ELECTRICAL PLAN - BUILDING 8	2/23/17	2
E1.1.9	ELECTRICAL PLAN - BUILDING 9	2/23/17	2
E1.4.2	ELECTRICAL ROOF PLAN - BLDG 2	12/4/17	1
E1.4.3	ELECTRICAL ROOF PLAN - BLDG 3 AND 9	12/4/17	1
E1.4.8	ELECTRICAL ROOF PLAN - BLDG 8	12/4/17	1
E5.0.1	ELECTRICAL RISER DIAGRAM	2/23/17	2
E6.0.1	ELECTRICAL DETAILS	9/22/17	
E6.0.2	ELECTRICAL DETAILS	4/23/17	3
E7.0.1	ELECTRICAL SCHEDULES	2/23/17	2
E7.0.2	ELECTRICAL SCHEDULES	2/23/17	2

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:

Four Million Seven Hundred Ninety Nine Thousand Nine Hundred  
Twenty Six Dollars \$4,799,926.00

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:

**420 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:

<u>Phase</u>	<u>Commencement Date:</u>	<u>Required Substantial Completion Date</u>
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:

Five Hundred Dollars \$ 500

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:

<b>Party:</b>		<b>Address:</b>
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: Fadi Hardan
	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	1000 Central Ave, Suite 200 St Petersburg, FL 33705 Contact: Jessica Reno
Project Consultant:	Williamson Dacar Associates, Inc	851 Broken Sound Parkway, Suite 133

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.

**OWNER**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of  
Schools

Approved as to form and legal content

  
\_\_\_\_\_  
Office of the General Counsel



(Corporate Seal)

**CONTRACTOR**

**ANATOM CONSTRUCTION COMPANY**

By [Signature]  
Luis Valderrama, President

[Signature]  
\_\_\_\_\_, Secretary

Or -  
[Signature]  
Witness

[Signature]  
Witness

**CONTRACTOR NOTARIZATION**

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30 day of July,  
2018 by Luis Valderrama of ANATOM construction company  
and, \_\_\_\_\_ of \_\_\_\_\_,

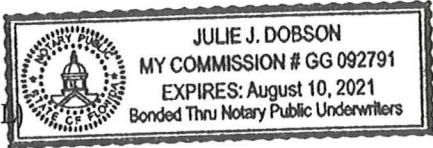
on behalf of the Contractor.

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

GG 092791  
Notary's Commission No.



**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

Kari Smou  
JMS

**By:** Pamela L. Morgan  
**Its:** Attorney-In-Fact

**Date:** August 1, 2018

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st day of August, 2018 by Pamela L. Morgan of United States Surety Company, on 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.

My commission expires

(SEAL)



Gloria Robb  
Signature – Notary Public

Gloria Robb  
Printed Name of Notary

FF 194062  
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 Schmorr**

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 1st day of August, 2018

Corporate Seals



Bond No. \_\_\_\_\_  
Agency No. 12100

*[Signature]*

**Kio Lo, Assistant Secretary**

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-11./ Construction Bid Recommendation of \$500,000 or Greater  
ITB 18-164C  
Quiet Waters Elementary School, Deerfield Beach  
Anatom Construction Company  
SMART Program Renovations  
Project No. P.001754

School Board Meeting: 08/07/2018

The financial impact of this item is \$4,799,926

- ( ) 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 \$1,576,000 will come from the Capital Projects Reserve.
- ( ) Comments:

Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

  
Signature

8/2/2018  
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.