



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**JJ-2.**

MEETING DATE	2018-12-18 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

**TITLE:**

Construction Bid Recommendation of \$500,000 or Greater - ITB 18-165C - Ramblewood Elementary School - Coral Springs - Anatom Construction Company - SMART Program Renovations - Project No. P.001725

**REQUESTED ACTION:**

Approve the recommendation to award the Construction Agreement to Anatom Construction Company for the lump sum amount of \$3,245,144 and approve additional funding in the amount of \$1,353,158.

**SUMMARY EXPLANATION AND BACKGROUND:**

Scope of Work: See Executive Summary (Exhibit 1).  
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 \$3,245,144. This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). There is an additional impact to the project budget. These funds in the amount of \$1,353,158 will come from the Capital Projects Reserve.

**EXHIBITS: (List)**

(1) Executive Summary (2) Recommendation Tabulation (3) ADEFP (4) Agreement (5) Collaboration Form

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Frank Girardi, Task Asgd.Exe.Dir.Cap.Prog.	Phone: 754-321-1525
Name: Daniel Jardine, CBRE   Heery Director	Phone: 754-321-4850

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

Leo Bobadilla - Chief Facilities Officer

Signature  
*Frank L. Girardi*  
12/7/2018, 4:27:57 PM

Approved In Open Board Meeting On:

**DEC 18 2018**

By: *Heather P. Burkwood*  
School Board Chair

EXECUTIVE SUMMARY

**Construction Bid Recommendation of \$500,000 or Greater  
ITB 18-165C  
Ramblewood Elementary School, Coral Springs  
Anatom Construction Company  
SMART Program Renovations  
Project No. P.001725**

**PROJECT OVERVIEW:**

<b>Delivery Method:</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 Ramblewood Elementary School SMART Program Renovations to Anatom Construction Company, in the amount of \$3,245,144. The scope of work for this project includes, but not limited to, building envelope improvements, media center improvements, and HVAC improvements. Scope to provide fire sprinklers to Buildings 1, 2, and 85 was reviewed by the District's Chief Fire Official who determined that Building 1 was the only building that required fire sprinklers. Buildings 2 and 85 did not require fire sprinklers and therefore, this scope of work was removed from the construction documents. Scope associated with the PE/Athletic Improvements include fine grading, soil preparation, and wood mulch. This scope was reviewed with the school stakeholders during scope validation. A decision was reached to proceed without this scope as the school had plans already underway for a new playground with District Standard Poured-In-Place surface.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on October 18, 2018 from a total of three (3) bidders. Procurement and Warehousing Services has recommended the award of the project to Anatom Construction Company as the responsive, responsible bidder that met the specifications, terms and conditions of the bid (see Exhibit 2 for details).

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 \$1,353,158.

The scope of work at Ramblewood Elementary School includes fire sprinklers, building envelope improvements, media center improvements, and HVAC improvements. The original funding for these scopes reflected that roughly 45% of the construction budget was associated with HVAC improvements, 25% was associated with fire sprinklers, 19% was associated with building envelope improvements, and the remaining 11% was associated with media center improvements. Based on the Atkins estimate, the cost of the original scope of work associated with the building envelope improvements has significantly increased. This is mainly attributed to an increase in the roofing and fire sprinkler cost per square foot (SF). In the original Facilities Conditions Assessment, the roofing and fire sprinkler costs per SF were substantially lower. For roofing, the MAPPs raw cost per SF was \$7.25, but in the Atkins estimate it was \$17.75. The SF required for roofing did not substantially change as MAPPs was 20,972 SF and actual is 20,221 SF. For the fire sprinkler scope, MAPPs raw cost per SF was \$4.99. But in the Atkins estimate, it is \$9.10. The SF of the sprinkled area was actually reduced from 80,960 SF to 60,624 SF. The increase in roofing and fire sprinkler costs per square foot are the primary factors resulting in the need for the additional funding.

The overall project budget for the SMART Program Renovations at Ramblewood Elementary School is \$2,860,000. Of this amount, the pre-bid construction budget is \$2,015,000 and the pre-bid construction contingency is \$201,500 (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 \$3,245,144. This proposal is \$1,230,144 over the pre-bid construction budget [\$3,245,144 (proposal amount) - \$2,015,000 (pre-bid construction budget)]. In addition, in order to maintain a 10% construction contingency for the project, the contingency needs to be increased by \$123,014 [\$324,514 (10% value of proposal) - \$201,500 (pre-bid construction contingency)].

The total requested increase to the overall project budget for the SMART Program Renovations is therefore \$1,353,158 (\$1,230,144 + \$123,014). This will result in a revised overall project budget of \$4,213,158 for the SMART Program Renovations.

Anatom Construction Company is a certified Minority/Women Business Enterprise (M/WBE). Anatom Construction Company has also committed to M/WBE participation of 35% for this project through the use of a certified M/WBE subcontractor.

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](#).



ITB #:	<u>18-165C</u>	Tentative Board Meeting Date*:	<u>November 7, 2018</u>	
Hard Bid Title:	<u>RAMBLEWOOD ELEMENTARY SCHOOL</u>	# Notified:	<u>1508</u>	# Downloaded: <u>35</u>
	<u>SMART PROGRAM RENOVATIONS</u>	# of Responses Rec'd:	<u>3</u>	# of "No Bids": <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u>	Select One Opening Date:	<u>October 18, 2018</u>	
	<u>(School/Department)</u>			
Fund:	<u>SMART</u>	Advertised Date:	<u>September 17, 2018</u>	

**POSTING OF Select One RECOMMENDATION/TABULATION:** Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on October 19, 2018 @ 7:00PM and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

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

**RECOMMENDATION TABULATION**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ADVERTISED THE BID 18-165C RAMBLEWOOD ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON SEPTEMBER 17, 2018. THREE (3) PROPOSALS WERE RECEIVED:

- LEGO CONSTRUCTION CO.
- ANATOM CONSTRUCTION COMPANY
- OAC ACTION CONSTRUCTION CORP

IT IS RECOMMENDED THE AWARD BE MADE TO THE 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: *Luis E. Perez* Date: October 19, 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.

Ramblewood Elementary School

Adopted District Educational Facilities Plan

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
There are no DEFP projects for this location.							

SMART Program

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
Safety & Security		702,000*	Note 1			702,000	Fire Sprinklers
Athletics		6,000	Note 2			6,000	PE/Athletic Improvements
Renovation		490,000*				490,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation		100,000				100,000	School Choice Enhancement
Renovation		170,000*				170,000	Media Center improvements
Renovation		1,492,000*				1,492,000	HVAC Improvements
SMART Sub-Total		2,960,000				2,960,000	

Completed

Project	Program Year 1	Program Year 2	Program Year 3	Program Year 4	Program Year 5	Total	Scope
SMART			50,000			50,000	Music Equipment Replacement
SMART		179,000				179,000	Additional computers to close computer gap
SMART		16,000				16,000	CAT 6 Data port Upgrade
SMART		90,000				90,000	Wireless Network Upgrade
SMART		17,000				17,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
Complete Sub-Total		302,000	50,000			352,000	

School Total	0	3,262,000	50,000	0	0	3,312,000	
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\*Project Scope Included:

Year 2 total scope \$2,854,000

Total value of scope: \$2,854,000

**Note 1:** Scope to provide fire sprinklers to Buildings 1, 2, and 85 was reviewed by the District's Chief Fire Official who determined that Building 1 was the only building that required fire sprinklers. Buildings 2 and 85 did not require fire sprinklers and therefore, this scope of work was removed from the construction documents.

**Note 2:** Scope associated with the PE/Athletic Improvements include fine grading, soil preparation, and wood mulch. This scope was reviewed with the school stakeholders during scope validation. A decision was reached to proceed without this scope as the school had plans already underway for a new playground with District Standard Poured-In-Place surface.

NOTE: Funding provided for all schools to achieve the district standard for Single Point of Entry.



The School Board of Broward County, Florida  
 Procurement & Warehousing Services Department  
 7720 W. Oakland Park Blvd., Suite 323  
 Sunrise, Florida 33351

(754) 321-0505

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this 18<sup>th</sup> day of December, 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.:	18-165C
Project No.:	P.001725
Location No.:	2721
Project Title:	SMART Program Renovations
Facility Name:	Ramblewood Elementary School

Work of this Contract comprises general construction of:

Fire Sprinkler System in buildings 1, Media Center Improvements, Restroom Improvements, HVAC Improvements & Building Envelope Improvements.

Constructed pursuant to drawings, specifications and other design documents prepared by Nyarko Architectural Group, 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 No.	Date
<b>WATER &amp; SEWER</b>			
WS-1	COVER SHEET	0	6/17/17
WS-2	FIRE LINE PLAN + PROFILE	0	6/17/17
WS-3	GENERAL NOTES	0	6/17/17
<b>ARCHITECTURAL</b>			
A-00	GENERAL NOTES	0	3/8/18
A-01	SITE PLAN & SOW.	0	5/24/17
A-01A	LIFE SAFETY PLAN	1	5/24/17
A-02	FLR. PLAN – B1	1	5/24/17
A-02A	PARTIAL FLR. PLAN - B1	3	6/12/18
A-02B	LIBRARY PLAN – B1	1	5/24/17
A-02C	LIBRARY FURNITURE – B1	0	4/18/18
A-02D	LIBRARY LIFE SAFETY – B1	0	11/7/17
A-02E	LIBRARY LIFE SAFETY – B1	0	10/6/17
A-02F	INCIDENTAL CEILING PLAN. – B1	1	5/24/17
A-03	FLR. PLAN – B2, CHILLER	1	5/24/17
A-03.1	REFLECTED CEILING PLAN – B2	1	5/24/17
A-03A	PARTIAL FLR. PLAN – B2	1	5/24/17
A-04	ROOF PLAN – B2	2	4/26/18
A-04A	ROOF IMPROV – B2	3	8/1/18
A-04B	ROOF DETAILS – B2	3	8/1/18
A-04C	ROOF DETAILS – B2	2	4/26/18
A-05	1 <sup>ST</sup> FLOOR PLAN – B80	1	6/11/18

A-05A	2 <sup>ND</sup> FLOOR PLAN – B80	2	4/26/18
A-05B	R.C.P. – B80	3	6/11/18
A-06	FLOOR PLANS – B85 & B3	3	6/14/18
A-06A	ROOFS – B85 & B3	4	8/16/18
A-08	RR. DETAIL – B1	2	7/26/18
A-09	FINISHING SCHEDULE	0	11/22/17

### STRUCTURAL

S-1	WIND LOAD – B2	1	7/14/17
S-2	DETAILS	1	7/14/17
S-3	DETAILS	1	7/14/17
S-4	DETAILS	1	7/14/17

### MECHANICAL

M-001	GEN. NOTES & SYMBOLS	2	6/25/18
M-002	GEN. NOTES & SYMBOLS	0	10/3/17
MD-101	SITE PLAN-DEM.	0	10/3/17
MD-201	DEM. PLAN - B1	0	10/3/17
MD-202	DEM. PLAN - B2	0	10/3/17
MD-203	DEM. PLAN - B3	0	10/3/17
MD-204	DEM. 1ST PLAN - B80	1	5/9/18
MD-205	DEM. 2ND FLR. PLAN - B80	1	5/9/18
MD-207	DEM. PLAN - B85	0	10/3/17
MDR-201	DEM. ROOF PLAN - B1	0	10/3/17
MDR-206	DEM. ROOF PLAN - B2	0	10/3/17
MDR-207	DEM. ROOF PLAN - B85	0	10/3/17
M-101	SITE PLAN	0	10/3/17
M-201	REN. PLAN - B1	0	10/3/17
M-202	REN. PLAN - B2	1	5/9/18
M-203	REN. ROOF PLAN - B3	0	10/3/17
M-204	REN. 1ST PLAN - B80	3	10/3/17
M-205	REN. 2ND PLAN - B80	3	8/1/18
M-207	REN. PLAN - B85	0	10/3/17
MR-201	REN. ROOF PLAN - B1	0	10/3/17
MR-206	ROOF PLAN - B2	1	5/9/18
MR-207	ROOF PLAN - B85	0	10/3/17
MR-208	ROOF PLAN - B80	0	10/3/17
M-301	ENLARGED DET.	1	5/9/18
M-302	CEP ENLARGED PLANS	0	10/3/17
M-303	ENLARGED SEC. DET.	1	5/9/18
M-401	MECH. CONTROLS	0	10/3/17
M-402	MECH. CONTROLS	0	10/3/17
M-403	MECH. CONTROLS	0	10/3/17
M-404	MECH. CONTROLS	0	10/3/17
M-405	MECH. CONTROLS	0	10/3/17
M-406	MECH. CONTROLS	0	10/3/17
M-601	MECH. DETAILS	0	10/3/17
M-602	MECH. DETAILS	1	5/9/18
M-603	MECH. DETAIL	0	10/3/17
M-604	MECH. DETAILS	0	10/3/17
M-605	MECH. DETAILS	2	6/25/18
M-701	MECH. SCHED.	1	5/9/18
M-702	MECH. SCHED.	1	5/9/18



## ELECTRICAL

E-001	GEN. NOTES & SYMBOLS	3	8/1/18
E-002	GEN. NOTES & SYMBOLS	0	10/3/17
E-101	ELEC. SITE PLAN	0	10/3/17
E-102	CHILLER YARDS	0	10/3/17
ED-201	ELEC. DEMO. PLAN - B1	3	8/1/18
EDR-201	ELEC. DEMO. PLAN - ROOF B1	0	10/3/17
E-201	ELEC. PLAN - B1	3	8/1/18
ER-201	ELEC. RENO. PLAN - B1	0	10/3/17
ED-202	ELEC. DEMO. PLAN - B2	0	10/3/17
EDR-202	ELEC. DEMO. PLAN - ROOF B2	0	10/3/17
E-202	ELEC. RENO. PLAN - B2	3	8/1/18
ER-202	ELEC. RENO. ROOF PLAN - B2	0	10/3/17
E-203	ELEC. RENO. PLAN - B3	0	10/3/17
ED-204	ELEC. DEMO. 1ST PLAN - B80	0	10/3/17
E-204	ELEC. RENO. 1ST PLAN - B80	3	8/1/18
ED-205	ELEC. DEM. 2ND PLAN - B80	0	10/3/17
E-205	ELEC. RENO. 2ND PLAN - B80	3	8/1/18
E-206	ELEC. PLAN - B85	0	10/3/17
ER-206	ELEC. ROOF PLAN - B85	0	10/3/17
E-300	PHOTOMETRICS PLANS	3	8/1/18
E-301	ENLARGED DETAILS	0	10/3/17
E-302	ENLARGED DETAILS	3	8/1/18
E-303	ENLARGED DETAILS	0	10/3/17
E-304	ENLARGED DETAILS	1	5/9/18
E-501	ELEC. DIAGRAMS	3	8/1/18
E-502	ELEC. DIAGRAMS	3	8/1/18
E-601	ELEC. DETAILS	0	10/3/17
E-602	ELEC. DETAILS	3	8/1/18
E-603	ELEC. DETAILS	1	5/9/18
E-701	ELEC. SCHED.	3	8/1/18
E-702	ELEC. SCHED.	3	8/1/18
E-703	ELEC. SCHED.	2	6/25/18
E-704	ELEC. SCHED.	3	8/1/18

## PLUMBING

P-001	GEN. NOTES & SYMBOLS	0	10/3/17
PD-201	DEMO. PLAN - B1	0	10/3/18
PD-202	RENO. PLAN - B2	0	10/3/17
P-201	RENO. PLAN-B1	0	10/3/17
P-202	RENO. PLAN-B2	0	10/3/17
P-601	PLUM. RISERS & DET.	0	10/3/17

## FIRE PROTECTION

FP-001	GEN. NOTES & SYMBOLS	0	10/3/17
FP-101	SITE PLAN	0	10/3/17
FP-201	RENO. PLAN - B1	0	10/3/17
FP-601	FIRE PROTECTION DET.	0	10/3/17

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 fixed price of:

Dollars **\$3,245,144.00**

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:

<b>Phase</b>	<b>Commencement Date:</b>	<b>Required Substantial Completion Date</b>
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, 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

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:	International Fidelity Insurance Company	One Newark Center, 20 <sup>th</sup> Floor Newark, New Jersey 07102
Project Consultant:	Nyarko Architectural Group, Inc.	5931 NW 173 Drive, Suite 2 Miami Fl. 33015

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.



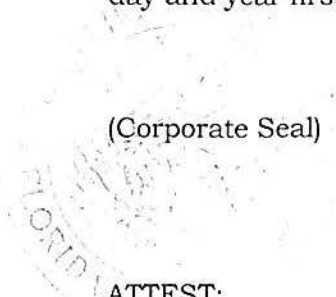
**In witness thereof**, the said Contractor, **ANATOM CONSTRUCTION COMPANY**, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

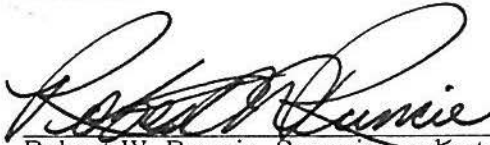
**OWNER**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA

ATTEST:



  
Robert W. Runcie, Superintendent of  
Schools

  
Heather P. Brinkworth, Chair

Approved as to form and legal content

  
Office of the General Counsel



(Corporate Seal)

**CONTRACTOR**

**ANATOM CONSTRUCTION COMPANY**

By   
Luis Valderrama, President

  
\_\_\_\_\_, Secretary  
Or -

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**CONTRACTOR NOTARIZATION**

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30 day of October,  
18 by Luis Valderrama of Anatom Construction Co.  
and, \_\_\_\_\_ of \_\_\_\_\_,  
on behalf of the Contractor.

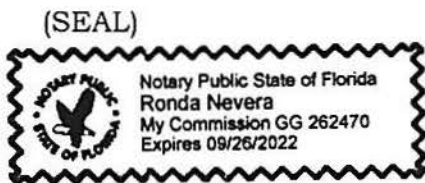
Luis Valderrama, and, \_\_\_\_\_ are personally  
known to me or produced \_\_\_\_\_ as identification and  
did/did not first take an oath.

My commission expires:

  
\_\_\_\_\_  
Signature - Notary Public

Ronda Nevera  
\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



**SURETY ACKNOWLEDGEMENT**

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:** International Fidelity Insurance Company

[Signature]  
\_\_\_\_\_

**By:** [Signature]  
\_\_\_\_\_

**Its:** Attorney-in-Fact, Richard Zimmerman  
\_\_\_\_\_

**Date:** 11/02/2018  
\_\_\_\_\_

STATE OF Florida  
\_\_\_\_\_

COUNTY OF Palm Beach  
\_\_\_\_\_



The foregoing instrument was acknowledged before me this 2nd day of November, 2018  
by Richard Zimmerman of International Fidelity Insurance Company, on  
behalf of the Surety.

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

My commission expires: May 26, 2020



(SEAL) [Signature]  
\_\_\_\_\_  
Signature - Notary Public  
MARKESHIA JOHNSON  
\_\_\_\_\_  
Printed Name of Notary  
FF 996570  
\_\_\_\_\_  
Notary's Commission No.

**END OF DOCUMENT**

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

Bond # AKnowledgement

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**RICHARD ZIMMERMAN, BRETT ROSENHAUS, DALE A. BELIS**

Delray Beach, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2017



STATE OF NEW JERSEY  
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and  
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey;  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 2, 2018

Maria H. Branco, Assistant Secretary

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-2./ Construction Bid Recommendation of \$500,000 or Greater  
11B 18 165C  
Ramblewood Elementary School, Coral Springs  
Anatom Construction Company  
SMART Program Renovations  
Project No. P.001725

School Board Meeting: 12/18/2018

The financial impact of this item is \$3,245,144

- ( ) This project has not been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). 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 5, 2018). There is no impact to the project budget.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). 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 5, 2018). There is an additional impact to the project budget. These funds in the amount of \$1,353,158 will come from the Capital Projects Reserve.
- ( ) Comments:

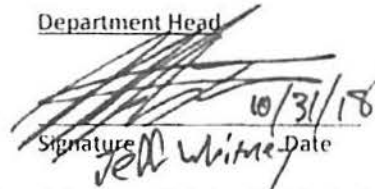
Department Name

Department Head

Department Head

Capital Budget

Omar Shim, Director

  
Signature: Jeff Whimey Date: 10/31/18

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