



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-12-10 10:05 - School Board Operational 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-4.

TITLE:
Construction Bid Recommendation of \$500,000 or Greater - ITB 20-128C - Stirling Elementary School - Hollywood - Anatom Construction Company - SMART Program Renovations - Project No. P.001905

REQUESTED ACTION:
Approve the recommendation to award the Construction Agreement to Anatom Construction Company for the lump sum amount of \$3,441,002 and approve additional funding in the amount of \$2,155,295.

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: Safe & Supportive Environment
 Goal 3: Effective Communication

FINANCIAL IMPACT:
The financial impact of approving this Construction Bid Recommendation is \$3,441,002. This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$2,155,295 will come from the Capital Projects Reserve. This increases the project budget from \$2,221,000 to \$4,376,295.

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: Phil D. Kaufold, Director, Constr.	Phone: 754-321-1532
Name: Daniel Jardine, Director, CBRE Heery	Phone: 754-321-4850

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

Frank Girardi - Executive Director

Signature

Frank L. Girardi
12/2/2019, 5:23:57 PM

Approved In Open Board Meeting On:

DEC 10 2019

By:
School Board Chair

EXECUTIVE SUMMARY
Construction Bid Recommendation of \$500,000 or Greater
ITB 20-128C
Stirling Elementary School, Hollywood
Anatom Construction Company
SMART Program Renovations
Project No. P.001905

PROJECT OVERVIEW:

Delivery Method:	Design/Bid/Build
Architect:	GLE Associates, Inc.
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 Contract for construction of the Stirling Elementary School SMART Program Renovations to Anatom Construction Company, in the amount of \$3,441,002. The scope of work for this project includes, but is not limited to, building envelope improvements and HVAC improvements.

The Letter of Recommendation to Issue a Permit has been provided by the Building Department. Bids were received on October 8, 2019 from a total of eight (8) bidders. This bid was advertised on August 19, 2019 with the summary below:

Potential Prequalified Planholders	Potential Prequalified M/WBE Planholders	Proposals Received	Proposals Received From M/WBE Planholders
12	1	8	1

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 (see Exhibit 2 for details).

The Construction Bid Recommendation for Stirling Elementary School exceeds the available funds and requires additional funding in the amount of \$2,155,295 to proceed with the SMART Program Renovations. Both the Designer and Atkins have deemed the bid fair and reasonable based on current market conditions, which have changed considerably since the 2014 funding allocation. These funding overages are included in the SMART Program Forecast. The following summarizes the previous and revised funding allocations:

Allocations of Original Project Funds	Previous Amount	Revised Amount	Net Change
Planning Design and Management	\$547,193	\$547,193	\$0
Construction Contract	\$1,481,643	\$3,441,002	\$1,959,359
Construction Contingency (10%)*	\$148,164	\$344,100	\$195,936
Construction Misc.**	\$44,000	\$44,000	\$0
Furnishings	\$0	\$0	\$0
Total	\$2,221,000	\$4,376,295	\$2,155,295

*Reserved for future use if required
 **Includes the following items where applicable: Off-site Improvements; Misc. Construction; Hazardous Materials Abatement; Technology Infrastructures; Utility Connection Charges; PPO Work Orders; and Portables
 Note: Bid is 4% over the Atkins estimate. Net Change is 97% over the Previous Amount.

The request for additional funding is a result of continued overages to the originally allocated funds. The most significant overage is associated with roofing improvements that will require approximately \$980K of additional funds, other building envelope improvements that will require approximately \$180K of additional funds, and HVAC improvements will require approximately \$800K of additional funds.

Staff has evaluated the various SMART scopes for this project. It was determined that the most cost and time efficient means to deliver these improvements is by a single construction contract. Staff does not recommend creating separate bid packages, "carve outs", for any of the approved scopes. The proposal received from Anatom Construction Company is the most cost-effective means of delivering this project.

Anatom Construction Company is a certified Minority/Women Business Enterprise (M/WBE) and has committed to M/WBE Participation of 15% for this project.

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](#).



RECOMMENDATION TABULATION

ITB #:	<u>FY20-128</u>	Tentative Board Meeting Date*:	<u>TBD</u>
Hard Bid Title:	<u>STIRLING ELEMENTARY SCHOOL</u> <u>SMART PROGRAM RENOVATIONS</u>	# Notified:	<u>2626</u> # Downloaded: <u>50</u>
		# of Responses Rec'd:	<u>8</u> # of "No Bids": <u>0</u>
For:	<u>OFFICE OF FACILITIES AND CONSTRUCTION</u> (School/Department)	ITB Opening Date :	<u>October 8, 2019</u>
Fund:	<u>SMART</u>	Advertised Date:	<u>AUGUST 19, 2019</u>

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on October 11, 2019 @ 2:00PM 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 FY20-128 STIRLING ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS ON AUGUST 19, 2019 WITH THE PARTICIPATION SUMMARY BELOW:

POTENTIAL PREQUALIFIED PLANHOLDERS	POTENTIAL PREQUALIFIED M/WBE PLANHOLDERS	PROPOSALS RECEIVED	PROPOSALS RECEIVED FROM M/WBE PLANHOLDERS
12	1	8	1

PROPOSALS RECEIVED:

BIDDER	M/WBE CERTIFICATION
WEST CONSTRUCTION, INC.	NONE
OAC ACTION CONSTRUCTION CORP	S/MBE
LEGO CONSTRUCTION CO.	MBE- HA
OVERHOLT CONSTRUCTION CORPORATION	SBE
LUNACON CONSTRUCTION GROUP	M/WBE-HA
BURKE CONSTRUCTION GROUP	NONE
G.E.C. ASSOCIATES, INC.	MBE-HA
ANATOM CONSTRUCTION COMPANY	MBE-HA

IT IS RECOMMENDED THE AWARD BE MADE TO THE LOWEST RESPONSIVE AND 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

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.



Page 2 of 2

STIRLING ELEMENTARY SCHOOL SMART PROGRAM RENOVATIONS
ITB#: FY20-128

By:

Luis E. Percy

(Purchasing Agent)

Date:

10/11/19

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.

Stirling Elementary School

Adopted District Educational Facilities Plan

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
There are no active DEFP projects for this location.						0	

SMART Program

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
Renovation	Yr3	387,828 *	1,069,172 *			1,457,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	Yr3	203,364 *	560,636 *			764,000	HVAC Improvements
SMART Program Sub-Total		591,192	1,629,808	0	0	2,221,000	

Completed

Project	Original Program Year	Program Years 1-5	Program Year 6	Program Year 7	Program Year 8	Total	Scope
SMART	Yr2	50,000				50,000	Music Equipment Replacement
SMART	Yr2	14,000				14,000	CAT 6 Data port Upgrade
SMART	Yr3	100,000				100,000	School Choice Enhancement
SMART	Yr2	70,000				70,000	Wireless Network Upgrade
SMART	Yr2	198,000				198,000	Additional computers to close computer gap
Completed Sub-Total		432,000	0	0	0	432,000	

School Total		1,023,192	1,629,808	0	0	2,653,000	
--------------	--	-----------	-----------	---	---	-----------	--

*Project Scope Included:
 Year 3 total scope \$591,192
 Year 6 total scope \$1,629,808
 Total value of scope \$2,221,000

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

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 10th day of December 2019 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.:	FY20-128
Project No.:	P.001905
Location No.:	0691
Project Title:	SMART Program Renovations
Facility Name:	Stirling Elementary School

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

1. Complete reroof of buildings: 1,3,4,5,6,7
2. Exterior window replacements of buildings: 1, 3, 4, 5
3. Select exterior door hardware replacements on buildings:1,3,4,5
4. Exterior painting on building 85
5. Miscellaneous HVAC equipment upgrades and replacement throughout the campus

The general construction of Reroof and HVAC Test and Balance in Building 1.

Constructed pursuant to drawings, specifications, and other design documents prepared by GLE 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 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.	Revision Date
G0.01	Cover Sheet	3	5-24-19
G0.02	General Info, Sheet index, & Code info	3	5-24-19
G0.03	Product Approval Sheet	3	5-24-19
A0.01	Architectural Site Plan	1	6-21-18
AD1.01A	Partial First Floor Demo Plan Area "A"	3	5-24-19
AD1.01B	Partial First Floor Demo Plan Area "B"	3	5-24-19
AD1.02	Overall Second Floor Demo Plan	3	5-24-19
AD1.03A	Partial Roof Demo Plan Area "A"	3	5-24-19
AD1.03B	Partial Roof Demo Plan Area "B"	3	5-24-19
AD1.04	Existing Roof Photos	1	6-21-18
AD1.05	Existing Roof Photos	1	6-21-18
AD1.06	Existing Roof Photos	1	6-21-18
A1.00	Overall Roof Plan & Drainage Calculations	1	6-21-18
A1.01A	Partial First Floor Plan Area "A"	1	6-21-18
A1.01B	Partial First Floor Plan Area "B"	1	6-21-18
A1.02	Overall Second Floor Plan	1	6-21-18
A1.03	Overall Roof Plan	3	5-24-19
A1.03A	Partial Roof Plan Area "A"	3	5-24-19
A1.03B	Partial Roof Plan Area "B"	3	5-24-19
A2.01	Elevations	1	6-21-18
A2.02	Existing Elevations	1	6-21-18
A3.01	Roof Details	3	5-24-19
A3.02	Roof Details	3	5-24-19
A7.01	Door Schedule	3	5-24-19
A7.02	Window Schedule	4	9-11-19
A7.03	Door Details	1	6-21-18

S1.01	Wind Pressures		
S2.01	Elevations – Bldgs. #1, #3, #4 & #5		
S2.02	Courtyard Building Elevations		
S3.01	Typical Details		
M0.00	Legend and Abbreviations	1	3-30-18
M0.01	General Notes	1	3-30-18
M1.01	Site Plan Mechanical	1	3-30-18
MD1.01	Overall First Floor Plan Mechanical Demolition	1	3-30-18
MD1.01A1	Partial First Floor Plan Area A1 Mechanical Demolition	1	3-30-18
MD1.01A2	Partial First Floor Plan Area A2 Mechanical Demolition	1	3-30-18
MD1.01B1	Partial First Floor Plan Area B1 Mechanical Demolition	1	3-30-18
MD1.01B2	Partial First Floor Plan Area B2 Mechanical Demolition	1	3-30-18
M1.01	Overall First Floor Plan Mechanical	1	3-30-18
M1.01A1	Partial First Floor Plan Area A1 Mechanical	1	3-30-18
M1.01A2	Partial First Floor Plan Area A2 Mechanical	1	3-30-18
M1.01B1	Partial First Floor Plan Area B1 Mechanical	1	3-30-18
M1.01B2	Partial First Floor Plan Area B2 Mechanical	1	3-30-18
MD1.02	Overall Second Floor Plan Mechanical Demolition	1	3-30-18
MD1.02A1	Partial Second Floor Plan Area A1 Mechanical Demolition	1	3-30-18
M1.02	Overall Second Floor Plan Mechanical	1	3-30-18
M1.02A1	Partial Second Floor Plan Area A1 Mechanical	1	3-30-18
MD1.03	Overall Roof Plan A1 Mechanical Demolition	1	3-30-18
MD1.03A1	Partial First Floor Plan Area A1 Mechanical Demolition	1	3-30-18
MD1.03A2	Partial First Floor Plan Area A2 Mechanical Demolition	1	3-30-18
MD1.03B1	Partial First Floor Plan Area B1 Mechanical Demolition	1	3-30-18
MD1.03B2	Partial First Floor Plan Area B2 Mechanical Demolition	1	3-30-18
M1.03	Overall Roof Plan Area A1 Mechanical		
M1.03A1	Partial Roof Plan Area A1 Mechanical	1	3-30-18
M1.03A2	Partial Roof Plan Area A2 Mechanical	1	3-30-18
M1.03B1	Partial Roof Plan Area B1 Mechanical	1	3-30-18
M1.03B2	Partial Roof Plan Area B2 Mechanical	1	3-30-18
M5.01	Mechanical	5	9-17-19
M5.02	Enlarged Floor Plans Mechanical	5	9-17-19
M5.03	Enlarged Floor Plans Mechanical	5	9-17-19
M5.04	Enlarged Floor Plans Mechanical	5	9-17-19
M5.05	Enlarged Floor Plans Mechanical	5	9-17-19
M5.06	Enlarged Floor Plans Mechanical	5	9-17-19
M5.07	Enlarged Floor Plans Mechanical	5	9-17-19
M5.08	Enlarged Floor Plans Mechanical	5	9-17-19
M6.01	Mechanical Details	2	3-30-18
M6.02	Mechanical Details	5	9-17-19
M6.03	Mechanical Details	5	9-17-19
M6.04	Mechanical Details	5	9-17-19
M6.05	Mechanical Details	5	9-17-19
M7.01	Chilled Water Flow Schematic Mechanical	1	3-30-18
M7.02	Chilled Water Flow Schematic Mechanical	1	3-30-18
M8.01	Equipment Schedules Mechanical	1	3-30-18
M8.02	Equipment Schedules Mechanical	5	9-17-19
M8.03	Equipment Schedules Mechanical	1	3-30-18
M8.04	Equipment Schedules Mechanical	1	3-30-18

M8.05	Equipment Schedules Mechanical	1	3-30-18
M8.06	Equipment Schedules Mechanical	1	3-30-18
M8.07	Equipment Schedules Mechanical	1	3-30-18
M8.08	Equipment Schedules Mechanical	1	3-30-18
M9.01	Control Schematic Mechanical	1	3-30-18
M9.02	Control Schematic Mechanical	1	3-30-18
M9.03	Control Schematic Mechanical	1	3-30-18
M9.04	Control Schematic Mechanical	1	3-30-18
E0.00	Legend and Abbreviations		
ED1.01	Overall First Floor Plan Electrical Demolition		
ED1.01A1	Partial First Floor Plan Area A1 Electrical Demolition		
ED1.01A2	Partial First Floor Plan Area A2 Electrical Demolition		
ED1.01B1	Partial First Floor Plan Area B1 Electrical Demolition		
ED1.01B2	Partial First Floor Plan Area B2 Electrical		
ED1.03	Overall Roof Plan Electrical Demolition	1	7-11-18
ED1.03A1	Partial Roof Plan Area A1 Electrical Demolition	1	7-11-18
ED1.03A2	Partial Roof Plan Area A2 Electrical Demolition	1	7-11-18
E1.01	Overall First Floor Plan Electrical		
E1.01A1	Partial Roof Plan Area A1 - Electrical	1	7-11-18
E1.01A2	Partial Roof Plan Area A2 - Electrical	1	7-11-18
E1.01B1	Partial Roof Plan Area B1 - Electrical	1	7-11-18
E1.01B2	Partial Roof Plan Area B2 - Electrical	1	7-11-18
E1.03	Overall Roof Plan Electrical	1	7-11-18
E1.03A1	Partial Roof Plan Area A1 - Electrical	1	7-11-18
E1.03A2	Partial Roof Plan Area A2 - Electrical	1	7-11-18
E5.01	Enlarged Floor Plans Electrical		
E5.02	Enlarged Floor Plans Electrical		
E6.01	Electrical Details		
E7.01	Existing Partial One Line Diagram Electrical		
E7.02	Existing Partial One Line Diagram Electrical		
E7.03	Existing Partial One Line Diagram Electrical		
E7.04	Existing Partial One Line Diagram Electrical		
E8.01	Schedules Electrical		
E8.02	Schedules Electrical		
E8.03	Schedules Electrical		
E8.04	Schedules Electrical		
E8.05	Schedules Electrical		
E8.06	Schedules Electrical		

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 and Windows

Division 9 – Finishes
Division 13 – Special Construction
Division 15 – Mechanical
Division 16 – Electrical

ARTICLE 3. CONTRACT SUM

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the lump-sum amount of:

Three Million Four Hundred Forty-One Thousand and Two Dollars
\$ 3,441,002.00

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:

330 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, 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:

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: Jim Proano
	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:		Great American Insurance Company 301 E 4 TH Street Cincinnati, Ohio 45202
Project Consultant:	GLE Associates, Inc.	5405 Cypress Center Drive Suite 110 Tampa, Florida 33609

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 use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes. Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.
- 9.02.01 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.
- 9.02.02 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.
- 9.02.03 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.
- 9.02.04 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.
- 9.02.05 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information, together with a request for licensing, shall be sent to Programs Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review, and

acceptance of the request, access information and logins shall be provided to the Vendor.

Training shall be coordinated, scheduled, and provided to those provided access and licenses with Programs Control Support. Additional training may be provided based on availability. The Contractor shall be required to use the Owner's Project Management software, e-Builder. One (1) license will be provided to the Contractor at no cost.

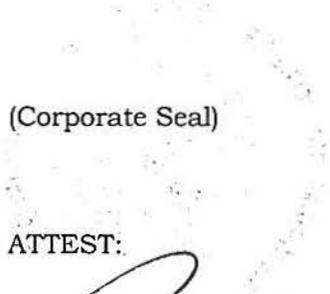
In witness thereof, the said Contractor, **ANATOM CONSTRUCTION COMPANY**, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first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

OWNER

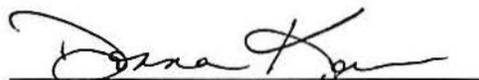
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

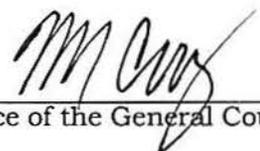
ATTEST:



Robert W. Runcie, Superintendent of
Schools


Donna P. Korn, Chair

Approved as to form and legal content


Office of the General Counsel



CONTRACTOR

ANATOM CONSTRUCTION COMPANY

[Signature]
_____, Secretary
Or -

By [Signature]

Luis Valderrama, President

Witness

Witness

CONTRACTOR NOTARIZATION

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 1 day of November 2019 by Luis Valderrama of Anatom Construction, and, N/A 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: 1/6/20

[Signature]

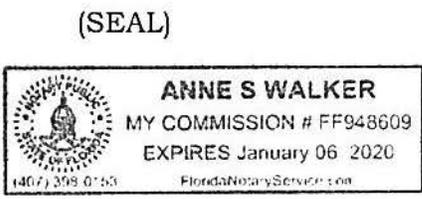
Signature - Notary Public

Anne S. Walker

Printed Name of Notary

FF948609

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: Liberty Mutual Insurance Company

Jessica Neu
Margie Schulz

By: Ka
Its: Kevin Wojtowicz, Attorney-In-Fact
Date: 10/31/2019



STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 31st day of October,
2019 by Kevin Wojtowicz of
Nielson, Wojtowicz, Neu & Associates, 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: 02/25/2022



(SEAL)
[Signature]
Signature - Notary Public
Stephanie Wall
Printed Name of Notary
GG 189411
Notary's Commission No.

END OF DOCUMENT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198058-964008

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Laura D. Mosholder, Brett Rosenhaus, Tracey Boone-Brown, Emily Golecki, John R. Neu, Daniel F. Oaks, Becky Stanton, Kevin Wojtowicz

all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31 day of Oct, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-4./Construction Bid Recommendation of \$500,000 or Greater
 ITB 20-128C
 Stirling Elementary School, Hollywood
 Anatom Construction Company
 SMART Program Renovations
 Project No. P.001905

School Board Meeting: 12/10/2019

The financial impact of this item is \$3,441,002

- () This project has not been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). 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 4, 2019). There is no impact to the project budget.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). 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.
- () This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$ _____ will come from the Capital Projects Reserve.

Comments: This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is an additional impact to the project budget. These funds in the amount of \$2,155,295 will come from the Capital Projects Reserve. This increases the project budget from \$2,221,000 to \$4,376,295.

Department Name

Department Head

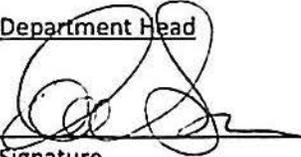
Department Head

Capital Budget

Omar Shim, Director

Signature

Date



11/19/2019

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.