



The School Board of Broward County, Florida
 Procurement & Warehousing Services Department
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351 (754) 321-0505

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this 24th day of July, 2018 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

ANATOM Construction Company

(Hereinafter referred to as "**Contractor**").

WHEREAS, Owner is the owner of certain real property located in Broward County and Owner desires to have:

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

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

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

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

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

ARTICLE 1. ENTIRE AGREEMENT

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

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

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

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

2.02 The Drawings:

Drawing Number	Drawing Title	Revision Number	Revision Date
G-001	COVER	REV#1	08-16-2017
G-002	DRAWING INDEX	REV#3	01-19-2018
G-003	ROOF GENERAL NOTES	REV#2	10-06-2017
G-004	ROOF GENERAL NOTES	REV#2	10-06-2017

STRUCTURAL

S-1	BUILDING 1, 3 & 4 WIND PRESSURE	REV#3	01-15-2018
S-2	BUILDINGS 1, 3, 4 CORRECTIVE WORK	REV#3	01-15-2018
S-3	BUILDING 1 ROOF DECK EVALUATION	REV#3	01-15-2018
S-4	BUILDING 1 LOCATION OF RTU, DETAILS	REV#3	01-15-2018

ARCHITECTURAL

AS-101	SITE PLAN	REV#2	10-06-2017
A-101	OVERALL BUILDING FLOOR PLAN	REV#3	01-19-2018
LS-101	DEMOLITION LIFE SAFETY PLAN BUILDING 1	REV#2	10-06-2017
LS-102	DEMOLITION LIFE SAFETY PLAN PORTABLES	REV#1	08-16-2017
LS-103	LIFE SAFETY PLAN BUILDING 1	REV#2	10-06-2017
LS-104	LIFE SAFETY PLAN PORTABLES	REV#1	08-16-2017
AA-101	PARTIAL FLOOR PLAN BUILDING 1 - AREA A	REV#1	08-16-2017
AA-102	PARTIAL FLOOR PLAN BUILDING 1 - AREA B	REV#1	08-16-2017
AA-103	PARTIAL FLOOR PLAN BUILDING 1 - AREA C	REV#1	08-16-2017
AA-201	DEMO & NEW RESTROOM PLANS BUILDING 1	REV#2	10-06-2017
AA-202	RESTROOM ELEVATIONS BUILDING 1	REV#2	10-06-2017
AA-203	RESTROOM ELEVATION & DETAILS	REV#1	08-16-2017
AA-204	MEDIA CENTER DEMOLITION PLAN	REV#1	08-16-2017

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

MECHANICAL

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

ELECTRICAL

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

PLUMBING

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

2.03 The Project Manual:

- Division 0 – Documents
- Division 1 – General Requirements
- Division 2 – Site Work
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood & Plastic
- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors & Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 12 – Furnishings
- Division 13 – Special Construction
- Division 14 – Conveying Systems
- Division 15 – Mechanical
- Division 16 – Electrical

ARTICLE 3. CONTRACT SUM

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

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

This shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

4.03 Required date(s) of Substantial Completion

4.03.01 The Contractor shall accomplish Substantial Completion of the Work on or before:

414 consecutive calendar days from the commencement date stipulated on Document 00550: Notice To Proceed

4.03.02 Preceding Substantial Completion, the following Milestone Dates are required to commence and be completed as follows:

Phase	Commencement Date:	Required Substantial Completion Date
N/A		

4.04 Liquidated Damages for Substantial Completion:

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

4.04.02 In the event more than one Milestone is involved, then the liquidated damages due for each Milestone shall be as follows:

4.04.03 Each Milestone Five Hundred Dollars \$500.00 per day. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

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

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

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

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

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

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

5.02 **Final Completion:**

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

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

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

5.03 **Liquidated Damages for Final Completion:**

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

Five Hundred Dollars \$500.00

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one Milestone Date; the final completion date and liquidated damages amount for each Milestone Date shall be as follows:

Each Milestone Five Hundred Dollars \$500.00 per day

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay

damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

- 5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:
 - 5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
 - 5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
 - 5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
 - 5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
 - 5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

ARTICLE 6. TIME AND DELAYS.

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.

- 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: Stephen Gaydosh
	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	ANATOM Construction Company	490 Business Park Way Royal Palm Beach, FL 33411

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

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

9.02 e-Builder. The Contractor shall be required to use Owner's Project Management software, e-Builder. One (1) license will be provided to the Contractor at no cost.

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

OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

ATTEST:

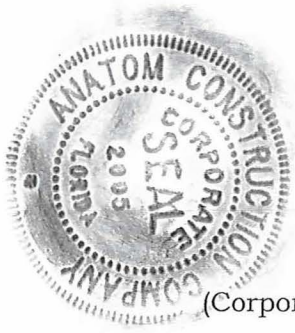
Nora Rupert, Chair

Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content



Office of the General Counsel



(Corporate Seal)

CONTRACTOR

[NAME OF CONTRACTOR]

By [Signature]
Luis Valderrama, President

[Signature], Secretary
Or [Signature]
Witness

[Signature]
Witness

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Palm Beach

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

on behalf of the Contractor.

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

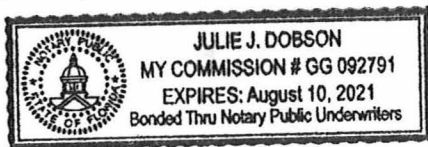
My commission expires:

[Signature]
Signature - Notary Public

Julie J. Dobson
Printed Name of Notary

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

(SEAL)



SURETY ACKNOWLEDGMENT

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

SURETY: United States Surety Company

Glenn Robb
JMR

By: Kari Schmor

Its: Kari Schmor, Attorney-In-Fact

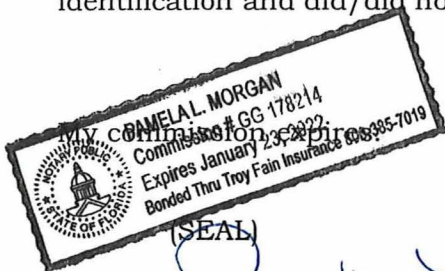
Date: 06/28/2018

STATE OF Florida

COUNTY OF Hillsborough

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



Pamela L Morgan
Signature - Notary Public

PAMELA L. MORGAN
Printed Name of Notary

66178214
Notary's Commission No.



END OF DOCUMENT

POWER OF ATTORNEY

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

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

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***). This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

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

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

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

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

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

Signature [Signature] (Seal)



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

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

Corporate Seals



[Signature]

Bond No. N/A
Agency No. 12100

Kio Lo, Assistant Secretary