



**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:

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Date</b>
<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:

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

**4.04 Liquidated Damages for Substantial Completion:**

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for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

Each Milestone Five Hundred Dollars \$500.00 per day

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

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

**ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

**5.01 Substantial Completion:**

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

5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

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

5.02 **Final Completion:**

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

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

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

5.03 **Liquidated Damages for Final Completion:**

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

Five Hundred Dollars \$ 500

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

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

Each Milestone	Five Hundred Dollars \$500.00 per day
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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:

\_\_\_\_\_  
Heather P. Brinkworth, Chair

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

Approved as to form and legal content

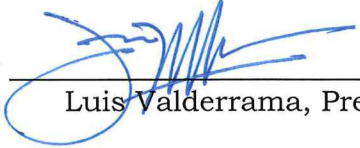
  
\_\_\_\_\_  
Office of the General Counsel



(Corporate Seal)

**CONTRACTOR**

**ANATOM CONSTRUCTION COMPANY**

By   
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.

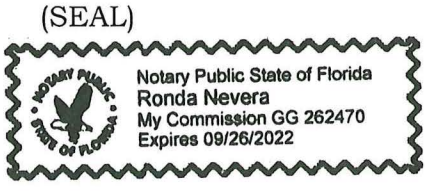
Luis Valderrama, and, \_\_\_\_\_ are personally  
known to me or produced \_\_\_\_\_ as identification and  
did/did not first take an oath.

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]  
\_\_\_\_\_

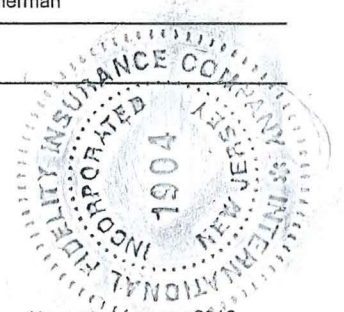
**By:** [Signature]  
\_\_\_\_\_

**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 # Acknowledgement

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 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> 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 31<sup>st</sup> day of December, 2017



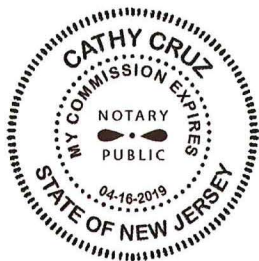
STATE OF NEW JERSEY  
County of Essex

George R. James

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



On this 31<sup>st</sup> 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