



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 7th day of NOVEMBER, 2018 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

DIPOMPEO CONSTRUCTION CORPORATION

(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.:	18-174C
Project No.:	P.001727
Location No.:	0531
Project Title:	Renovations
Facility Name:	Miramar Elementary School

Work of this Contract comprises the general construction of, but not limited to, renovations, including, but not limited to:

Replacement of select windows and doors as well as what was defined as complete roof renovation for buildings one through seven. Selective HVAC improvements to buildings 1 through 5 and 7 to improve the indoor air quality for students, faculty, and staff. The main HVAC system, which services six of the seven buildings need of repair and replacement.

Constructed pursuant to drawings, specifications and other design documents prepared by The Tamara Peacock Company (Hereinafter referred to as **Project Consultant**).

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

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

ARTICLE 1. ENTIRE AGREEMENT

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

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

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

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

2.02 The Drawings:

Drawing Number	Drawing Title	Revision Date	Revision Number
G0.01	COVER	12/6/17	0
G0.02	SHEET INDEX AND GENERAL NOTES	12/6/17	0
G0.03	ABBREVIATION, SYMBOLS, AND LEGENDS	12/6/17	0
ARCHITECTURAL			
A0.01	SITE PLAN	12/6/17	0
A0.01A	SITE PHASING PLAN	12/6/17	0
A0.02	OVERALL DEMO SITE PLAN	12/6/17	0
A0.02A	OVERHEAD WALKWAYS SCOPE	12/6/17	0
A1.01	EXISTING OVERALL FLOOR PLAN 1	12/6/17	0
A1.02	EXISTING OVERALL FLOOR PLAN 2	12/6/17	0
AD1.05	BLDG. 1 – SE LEVEL 1 DEMO PLAN	12/6/17	0
AD1.06	BLDG. 1 – SW LEVEL 1 DEMO PLAN	12/6/17	0
AD1.07	BLDG 3 – DEMO PLAN	12/6/17	0
AD1.09	BLDG 5 – DEMO PLAN	12/6/17	0
AD1.10	BLDG 6 & 80 DEMO PLAN	12/6/17	0
AD1.13	BLDG 1 – NW LEVEL 2 DEMO PLAN	12/6/17	0
AD1.14	BLDG 1 – SE LEVEL 2 DEMO PLAN	12/6/17	0
AD1.15	BLDG 1 – SW LEVEL 2 DEMO PLAN	12/6/17	0
A1.03	BLDG 1 - NE LEVEL 1 FLOOR PLAN	12/6/17	0
A1.04	BLDG 1 – NW LEVEL 1 FLOOR PLAN	12/6/17	0
A1.05	BLDG 1 – SE LEVEL 1 FLOOR PLAN	12/6/17	0
A1.06	BLDG 1 – SW LEVEL 1 FLOOR PLAN	12/6/17	0
A1.07	BLDG 3 FLOOR PLAN	12/6/17	0
A1.08	BLDG 5 FLOOR PLAN	12/6/17	0

A1.09	BLDG 6 AND 80 FLOOR PLAN	04/26/18	0
A1.10	BLDG 1 - NE LEVEL 2 FLOOR PLAN	12/6/17	0
A1.11	BLDG 1 - NW LEVEL 2 FLOOR PLAN	12/6/17	0
A1.12	BLDG 1 - SE LEVEL 2 FLOOR PLAN	12/6/17	0
A1.13	BLDG 1 - SW LEVEL 2 FLOOR PLAN	12/6/17	0
A3.01	BLDG 1 NE - REFLECTED CEILING PLAN LEVEL 1	12/6/17	0
A3.02	BLDG 1 NW - REFLECTED CEILING PLAN LEVEL 1	12/6/17	0
A3.03	BLDG 1 SE - REFLECTED CEILING PLAN LEVEL 1	12/6/17	0
A3.04	BLDG 1 SW - REFLECTED CEILING PLAN LEVEL 1	12/6/17	0
A3.05	BLDG 3 - REFLECTED CEILING PLAN	12/6/17	0
A3.06	BLDG 5 - REFLECTED CEILING PLAN	12/6/17	0
A3.07	BLDG 8 - REFLECTED CEILING PLAN	12/6/17	0
A3.08	BLDG 1 NE - REFLECTED CEILING PLAN LEVEL 2	12/6/17	0
A3.09	BLDG 1 NW - REFLECTED CEILING PLAN LEVEL 2	12/6/17	0
A3.10	BLDG 1 SE - REFLECTED CEILING PLAN LEVEL 2	12/6/17	0
A3.11	BLDG 1 SW - REFLECTED CEILING PLAN LEVEL 2	12/6/17	0
A4.00	ROOFING GENERAL NOTES/PHOTOS	04/26/18	1
A4.01	OVERALL ROOF PLAN	04/26/18	1
A4.02	BUILDING 1N AND 4 EXISTING ROOF PLAN	04/26/18	1
A4.03	BUILDING 1N AND 4 DEMO ROOF PLAN	04/26/18	1
A4.04	BUILDING 1N AND 4 NEW WORK ROOF PLAN	05/29/18	2
A4.05	BUILDING 1S EXISTING/DEMO ROOF PLAN	04/26/18	1
A4.06	BUILDING 1S NEW WORK ROOF PLAN	05/29/18	2
A4.07	BUILDING 3 EXISTING/DEMO ROOF PLAN	04/26/18	1
A4.09	BUILDING 3 NEW WORK ROOF PLAN	05/29/18	2
A4.10	BUILDING 5 EXISTING/DEMO ROOF PLAN	04/26/18	1
A4.11	BUILDING 5 NEW WORK ROOF PLAN	05/29/18	2
A4.08	BLDG 6&7 EXIST/DEMO/NEW WORK ROOF PLAN	05/29/18	2
A4.13	NEW WORK ROOF CALC/CHECKLIST	05/29/18	2
A4.14	ROOF DETAILS	05/29/18	2
A4.15	ROOF DETAILS	06/13/18	3
A4.16	ROOF DETAILS	05/29/18	2
A4.17	ROOF COPING DETAILS	05/29/18	2
A4.18	STRUCTURAL ROOF REPAIR DETAILS	05/29/18	2
A5.01	WINDOW SCHEDULE	04/26/18	1
A5.02	DOOR SCHEDULE	04/26/18	1
A5.03	DETAILS	04/26/18	1
A5.04	DETAILS	04/26/18	1
A6.00	BUILDING SECTIONS	12/6/17	0
A6.01	BUILDING ELEVATIONS	12/6/17	0
A6.02	BLDG 80 ELEVATIONS	12/6/17	0
A6.03	INTERIOR ELEVATIONS BLDG 1 - LEVEL 1	12/6/17	0
A6.04	INTERIOR ELEVATIONS BLDG 1 - LEVEL 2	12/6/17	0
A6.05	INTERIOR ELEVATIONS BLDG 3	12/6/17	0
A6.06	INTERIOR ELEVATIONS BLDG 5 & 6	12/6/17	0
FIRE ALARM SYSTEMS			
FS2.01	OVERALL LIFE SAFETY PLAN LEVEL 1	12/6/17	0
FS2.02	OVERALL LIFE SAFETY PLAN LEVEL 2	12/6/17	0
FS2.03	LIFE SAFETY PLAN BLDG 80	12/6/17	0

MECHANICAL

M0.1	MECHANICAL NOTES	12/6/17	0
M0.2	MECHANICAL SYMBOLS	12/6/17	0
M0.3	MECHANICAL ABBREVIATIONS	12/6/17	0
M0.4	MECHANICAL DETAILS	12/6/17	0
M0.5	MECHANICAL DETAILS	04/24/18	2
MD-1	MECHANICAL CHS & CHR PIPING REMOVAL	12/6/17	0
M-1	NEW MECHANICAL PIPING PLAN	12/6/17	0
M-2	NEW MECHANICAL PIPING PLAN	12/6/17	0
M-3	NEW MECHANICAL PLAN BLDG 1 SW	12/6/17	0
M-4	NEW MECHANICAL PLAN BLDG 1 NW	12/6/17	0
M-5	NEW MECHANICAL PLAN BLDG 1 NE	12/6/17	0
M-6	NEW MECHANICAL PLAN BLDG 1 SE	12/6/17	0
M-7	NEW MECHANICAL PLANS BLDG 3	12/6/17	0
M-8	NEW MECHANICAL PLANS BLDG 2	12/6/17	0
M-9	NEW MECHANICAL PLANS BLDG 2 SW	12/6/17	0
M-10	NEW MECHANICAL PLANS BLDG 2 NW	12/6/17	0
M-11	NEW MECHANICAL PLANS BLDG 2 NE	12/6/17	0
M-12	NEW MECHANICAL PLANS BLDG 2 SE	12/6/17	0
M-13	NEW MECHANICAL ROOF PLAN	04/24/18	2
M-14	NEW MECHANICAL PLAN BLDG 80	12/6/17	0
M-15	NEW MECHANICAL PLAN BLDG 6	04/24/18	1
M-15.1	NEW MECHANICAL PLAN BLDG 6	12/6/17	0
M-16	MECHANICAL ROOM DETAILS	12/6/17	0
M-17	MECHANICAL ROOM DETAILS	12/6/17	0
M-18	MECHANICAL ROOM DETAILS	12/6/17	0
M-19	MECHANICAL DDC CONTROLS	12/6/17	0
M-20	MECHANICAL DDC CONTROLS	12/6/17	0
M-21	MECHANICAL DDC CONTROLS	12/6/17	0
M-22	MECHANICAL DDC CONTROLS	12/6/17	0
M-23	MECHANICAL DDC CONTROLS	12/6/17	0
MQ-1	MECHANICAL SCHEDULES	12/6/17	0
MQ-2	MECHANICAL SCHEDULES	12/6/17	0
MQ-3	MECHANICAL SCHEDULES	04/24/18	1

ELECTRICAL

E-0.1	ELECTRICAL NOTES	12/6/17	0
E-0.2	ELECTRICAL NOTES	01/24/18	1
E-01	ELECTRICAL PANEL SCHEDULES	01/24/18	1
E-02	ELECTRICAL PANEL SCHEDULES	12/6/17	0
E-03	ELECTRICAL PANEL SCHEDULES	01/24/18	1
E-04	ELECTRICAL PANEL SCHEDULES	12/6/17	0
E-04.1	ELECTRICAL PANEL SCHEDULES	12/6/17	0
E-05	SITE PLAN RM NOS	12/6/17	0
E-05.1	ELECTRICAL RM PLANS	12/6/17	0
E-06	ELECTRICAL FLOOR PLANS	12/6/17	0
E-07	ELECTRICAL FLOOR PLANS	12/6/17	0
E-08	ELECTRICAL FLOOR PLANS	12/6/17	0
E-09	ELECTRICAL FLOOR PLANS	12/6/17	0
E-10	ELECTRICAL FLOOR PLANS	12/6/17	0
E-11	ELECTRICAL FLOOR PLANS	12/6/17	0

E-12	ELECTRICAL FLOOR PLANS	12/6/17	0
E-13	ELECTRICAL FLOOR PLANS	12/6/17	0
E-14	ELECTRICAL FLOOR PLANS	12/6/17	0
E-15	ELECTRICAL FLOOR PLANS	12/6/17	0
E-16	ELECTRICAL FLOOR PLANS	12/6/17	0
E-17	ELECTRICAL FLOOR PLANS	12/6/17	0
E-18	ELECTRICAL FLOOR PLANS	12/6/17	0

PLUMBING

P-1	GENERAL NOTES	04/26/18	1
P-2	ROOF OVERFLOW PIPING	03/13/18	3

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:

Dollars \$4,877,000.00

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
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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: Ron Barton

	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:	DIPOMPEO CONSTRUCTION CORPORATION	2301 N.W. 33 rd Court, Unit #102 Pompano Beach, FL 33069
Surety	Fidelity and Deposit Company of Maryland	1299 Zurich Way Schaumburg, IL 60196-1056
Project Consultant:	The Tamara Peacock Company.	6500 NORTH ANDREWS AVE. FORT LAUDERDALE, FL 33309

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, DIPOMPEO CONSTRUCTION CORPORATION, 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



CONTRACTOR

(Corporate Seal)

DIPOMPEO CONSTRUCTION CORPORATION

John DiPompeo v/sa
_____, Secretary

By [Signature]
John DiPompeo Jr., President

Or -

Witness

Witness

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4th day of September,
2018 by John Di Pompeo Jr. of Di Pompeo Construction Corp.

and, _____ of _____,

on behalf of the Contractor.

_____, and, John Di Pompeo Jr. are personally

known to me or produced _____ as identification and

did/did not first take an oath.

My commission expires:
5-25-2020

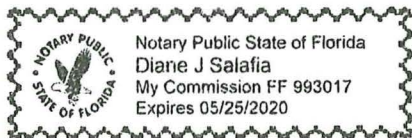
[Signature]

Signature - Notary Public

(SEAL)

Diane Salafia

Printed Name of Notary



FF 993017

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.

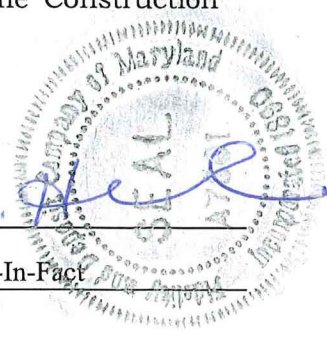
SURETY:

Amanda Grauelie
AS

By: Michael A. Holmes

Its: Michael A. Holmes, Attorney-In-Fact

Date: September 4, 2018



STATE OF Florida

COUNTY OF Broward

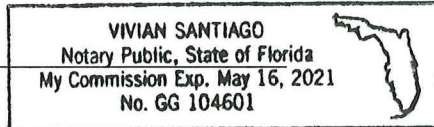
The foregoing instrument was acknowledged before me this 4th day of September, 2018
by Michael A. Holmes of Fidelity and Deposit Company of Maryland, on
behalf of the Surety.

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

My commission expires: 5/16/2021

(SEAL)
AS
Signature - Notary Public

Printed Name of Notary



Notary's Commission No.

END OF DOCUMENT

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gerald J. ARCH, James F. MURPHY, Michael A. HOLMES, Layne A. HOLMES and Michael E. GORHAM, all of Ft. Lauderdale, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.



IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of September, A.D. 2018.

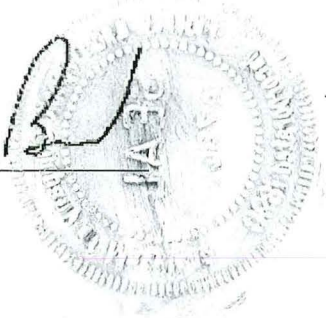
ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
*Secretary
Michael McKibben*

 
*Vice President
Michael Bond*



State of Maryland
County of Baltimore

On this 4th day of September, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of September, 2018.



David McVicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056