



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 20TH day of February, 2019 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

THORNTON CONSTRUCTION COMPANY, INC.

(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.:	18-167C
Project No.:	P.001721
Location No.:	0021
Project Title:	SMART Program Renovations
Facility Name:	Pompano Beach Middle School

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

Fire Sprinkler Installation for Buildings 3 & 4 and partial Fire Sprinkler Installation for Building 1, Fire Alarm replacement, Media Center Improvements, Restroom Improvements in Building 1, Exterior painting, HVAC Improvements, Re-roofing & conversion of Building 5 to its previous use of locker rooms.

Constructed pursuant to drawings, specifications and other design documents prepared by Nyarko Architectural Group. (Hereinafter referred to as **Project Consultant**).

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

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

ARTICLE 1. ENTIRE AGREEMENT

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

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

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

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

2.02 The Drawings:

Drawing Number	Drawing Title	Revision No.	Date
ARCHITECTURAL			
A-00	GENERAL NOTES	2	6/28/18
A-01	SOW	2	6/28/18
A-02	VALIDATED WORK AREAS, IDENT. PLAN, SITE AND ROOF	0	12/1/17
A-02A	CHILLER LOCATION PLANS	0	11/22/17
A-02A1	SITE DETAILS	0	11/22/17
A-03	SOW, IDENTIFICATION, KEY PLAN	0	10/25/17
A-03A	FLOOR PLAN BUILDING 1	2	6/28/18
A-03A1	REFLECTION CEILING PLAN, 1 ST FLOOR PLAN, BUILDING 1	2	6/28/18
A-03B	BUILDING 2 & 3 IMPROVEMENT PLAN	1	5/24/17
A-03B1	REFLECTION CEILING PLAN BUILDING 2 & 3	0	10/25/17
A-03C	IMPROVEMENT PLAB BUILDING 4, 7, AND 10	0	10/25/17
A-03C1	REFLECTION CEILING PLAN BUILDING 4	0	10/26/17
A-03D	FIRST FLOOR PLAN BUILDING 5 & 6	2	6/28/18
A-04	RE-ROOF, DEMOLITION KEY PLAN	2	6/28/18
A-04A	ROOF DEMO. PLAN BUILDING 1	2	6/28/18
A-04A.1	ROOFING DEMO. NOTES, PHOTOS	2	6/28/18
A-04A.2	IMPROV ROOF, ACCESSORIES SCHEDULE	2	6/28/18
A-04B	ROOF DEMO PLAN BUILDING 2	2	6/28/18
A-04C	ROOF DEMO PLAN BUILDING 3	2	6/28/18
A-04D	ROOF DEMO PLAN BUILDING 4, 7, AND 10	2	6/28/18
A-04E	ROOF DEMO PLAN BUILDING 5 & 6	2	6/28/18
A-04F	ROOF CONDUIT AND PIPE SUPPORT NOTES	0	11/27/17
A-04G	ROOF CONDUIT AND PIPE SUPPORT NOTES	0	11/27/17
A-05	ROOF ACCESSORIES SCHEDULES	2	6/28/18
A-05A	PARTIAL FLOOR PLAN BUILDING 1	2	6/28/18
A-05B	PARTIAL FLOOR PLAN BUILDING 1	2	6/28/18
A-05C	PARTIAL FLOOR PLAN BUILDING 1	2	6/28/18

A-05D	PARTIAL FLOOR PLAN BUILDING 1	2	6/28/18
A-05E	ROOF IMPROVE PLAN BUILDING 2	2	6/28/18
A-05F	ROOF IMPROV PLAN BUILDING 3	2	6/28/18
A-05G	ROOF IMPROV PLANS BUILDING 4, 7, AND 10	2	6/28/18
A-05H	ROOF IMPROV. PLAN BUILDING 5 & 6	2	6/28/18
A-05K	CONCRETE COVERED WALKWAY RE-ROOFING PLAN	2	6/28/18
A-05.1	ROOF DETAILS SHEET 1	2	6/28/18
A-05.2	ROOF DETAILS SHEET 2	2	6/28/18
A-05.3	ROOF DETAILS SHEET 3	2	6/28/18
A-05.4	ROOF DETAILS SHEET 4	2	6/28/18
A-05.5	ROOF DETAILS SHEET 5	2	6/28/18
A-05.6	ROOF DETAILS SHEET 6	2	6/28/18
A-05.7	ROOF DETAILS SHEET 7	2	6/28/18
A-05.8	ROOF DETAILS SHEET 8	2	6/28/18
A-05.9	ROOF DETAILS SHEET 9	2	6/28/18
A-06	MEDIA CENTER IMPROV PLAN BUILDING 1	0	11/27/17
A-06.1	MEDIA CENTER REFLECTION CEILING PLAN BUILDING 1	0	11/27/17
A-06A	ENLARGED DETAILS, 1ST FLOOR PLAN BUILDING 1, 3, 4, AND 6	2	6/28/18
A-07	RESTROOM DETAILS, RM #114 & 118 BUILDING 1	0	11/27/17
A-07A	RESTROOM ELEVATIONS RM #114 & 118	1	6/28/18
A-08	DEMOLITION PLAN BUILDING 5	0	11/17/17
A-08.1	FLOOR GRADING PLAN	0	11/20/17
A-08A	BOYS LOCKER ROOM IMPROV PLAN BUILDING 5	0	11/30/17
A-08B	GIRLS LOCKER ROOM IMPROV PLAN BUILDING 5	0	11/30/17
A-08B1	BUILDING 5, DETAILS, RESTROOM DETAILS	0	11/27/17
A-08B2	BUILDING 5, DETAILS, WALL DETAILS	0	11/27/17
A-08C	LIFE SAFETY PLAN BUILDING 5	0	11/20/17
A-08D	REFLECTION CEILING PLAN BUILDING 5	2	6/28/18
A-08E	GENERAL NOTES, SCHEDULES	2	6/28/18
A-09	FINISHINGS, DOORS & WINDOWS, SCHEDULE	0	10/30/17
A-09A	DOOR & WINDOW TYPES, DOOR & WINDOW DETAILS	0	10/30/17
A-10	FIRE RATED WALLS, AS-BUILT PLANS	1	8/7/18

STRUCTURAL

S-1	WIND PRESSURES BUILDING 1	0	1/30/18
S-2	WIND PRESSURES BUILDINGS 2, 3, 4, 5, 6, 7, AND 10	0	1/30/18
S-3	DETAILS	1	6/28/18
S-4	LOCATION OF CORRECTIVE WORK BUILDINGS 2 & 6, DETAILS	0	11/1/17
S-5	LOCATION OF CORRECTIVE WORK BUILDING 5, DETAILS	0	11/1/17
S-6	ROOF LOAD EVALUATION BUILDING 1	0	4/27/18
S-7	ROOF LOAD EVALUATION BUILDINGS 2, 3, 4, 6	0	4/27/18

MECHANICAL

M-01	MECHANICAL SITE PLAN	0	4/05/18
M-02	DEMOLITION FLOOR PLAN BUILDING 1	0	4/05/18
M-03A	MECHANICAL PLAN BUILDING 1	0	4/05/18
M-03B	MECHANICAL PLAN BUILDING 1	1	6/25/18
M-03C	MECHANICAL PLAN BUILDING 1	1	6/25/18
M-03D	MECHANICAL PLAN BUILDING 1	1	6/25/18
M-03E	MECHANICAL PLAN BUILDING 1	2	8/1/18
M-03F	MECHANICAL PLAN BUILDING 1	2	8/1/18
M-03G	MECHANICAL PLAN BUILDING 1	1	6/25/18
M-04	MEDIA CENTER, MECHANICAL PLAN BUILDING 1	1	6/25/18
M-05	MECHANICAL PLAN BUILDING 2	1	6/25/18
M-06	MECHANICAL PLAN BUILDING 3	0	4/05/18
M-07	MECHANICAL PLAN BUILDING 4	1	6/25/18
M-08	MECHANICAL PLAN BUILDING 5	0	4/05/18
M-08A	PARTIAL FIRST FLOOR MECHANICAL PLAN	1	6/25/18
M-08B	PARTIAL FIRST FLOOR MECHANICAL PLAN	1	6/25/18

M-08C	ROOF MECHANICAL PLAN	0	4/05/18
M-09	MECHANICAL PLAN BUILDING 6	2	8/01/18
M-10	MECHANICAL SITE PLAN	1	6/25/18
M-101	MECHANICAL LEGEND, NOTES	2	8/01/18
M-102	MECHANICAL LEGEND, NOTES AND DETAILS	0	4/05/18
M-103	MECHANICAL LEGEND, NOTES AND DETAILS	0	4/05/18
M-104	MECHANICAL LEGEND, NOTES AND DETAILS	2	8/01/18
M-105	MECHANICAL LEGEND, NOTES AND DETAILS	2	8/01/18
M-106	MECHANICAL LEGEND, NOTES AND DETAILS	1	6/25/18
M-107	MECHANICAL LEGEND, NOTES AND DETAILS	0	4/05/18
M-108	MECHANICAL LEGEND, NOTES AND DETAILS	1	6/25/18
M-109	MECHANICAL LEGEND, NOTES AND DETAILS	1	6/25/18
M-11	CONTROLS INTERLOCK	1	8/01/18
M-110	MECHANICAL CONTROLS	3	8/29/18
M-111	MECHANICAL CONTROLS	1	6/25/18
M-112	MECHANICAL LEGEND, NOTES AND DETAILS	1	6/25/18
M-113	MECHANICAL LEGEND, NOTES AND DETAILS	1	6/25/18
M-114	MECHANICAL LEGEND, NOTES AND DETAILS	1	6/25/18
M-115	MECHANICAL LEGEND, NOTES AND DETAILS	2	8/01/18

ELECTRICAL

E-00	LEGEND, NOTES, AND DETAILS	2	08/08/18
E-01	ELECTRICAL PLAN BUILDING 1	2	08/08/18
E-01A	ENLARGED DETAILS BUILDING 1	1	6/25/18
E-01B	2 ND FLOOR ENLARGED DETAILS BUILDING 1	1	6/25/18
E-01C	MEDIA CENTER POWER PLAN BUILDING 1	2	08/08/18
E-01D	MEDIA CENTER LIGHTING PLAN BUILDING 1	2	08/08/18
E-01E	MEDIA CENTER LIGHTING PLAN BUILDING 1	1	6/25/18
E-01F	MEDIA CENTER LIGHTING PLAN BUILDING 1	1	6/25/18
E-02	ELECTRICAL PLAN BUILDING 2	1	6/25/18
E-03	ELECTRICAL PLAN BUILDING 3	1	7/18/18
E-04	ELECTRICAL PLAN BUILDING 4	1	8/08/18
E-05	DEMOLITION PLAN BUILDING 5	0	4/05/18
E-05A	PARTIAL POWER PLAN BUILDING 5	1	6/25/18
E-05B	PARTIAL POWER PLAN BUILDING 5	2	8/08/18
E-05C	PARTIAL LIGHTING PLAN BUILDING 5	2	8/08/18
E-05D	PARTIAL LIGHTING PLAN BUILDING 5	2	8/08/18
E-05E	PHOTOMETRIC NORMAL POWER BUILDING 5	0	4/5/18
E-05F	PHOTOMETRIC NORMAL POWER BUILDING 5	0	4/5/18
E-06	ELECTRICAL PLAN BUILDING 6	2	8/08/18
E-07	NEW CHILLERS ELECTRICAL PLAN	1	6/25/18
E-08	ELECTRICAL PLANS BUILDING 7 & 8	0	4/5/18
E-10	ELECTRICAL RISER DIAGRAMS	1	6/25/18
E-11	ELECTRICAL RISER DIAGRAMS	2	8/8/18
E-12	ELECTRICAL PANELS	1	6/25/18
E-13	ELECTRICAL PANELS	2	7/18/18
E-14	ELECTRICAL PANELS	2	8/8/18
E-15	ELECTRICAL PANELS	1	6/25/18
E-16	ELECTRICAL PANELS	2	07/18/18
E-20	ELECTRICAL ROOF RENOVATIONS	1	6/25/18

PLUMBING

P-00	NOTES & DETAILS	1	6/25/18
P-01	SITE PLAN	0	4/5/18
P-02	RESTROOM BUILDING 1	0	4/5/18
P-03	ISOMETRIC BUILDING 1	1	6/25/18
P-04	PARTIAL FIRST FLOOR PLAN BUILDING 1	0	4/5/18
P-05A	PARTIAL FIRST FLOOR PLAN BUILDING 1	1	6/25/18
P-05B	PARTIAL FIRST FLOOR PLAN BUILDING 1	0	4/5/18
P-06	SANITARY ISOMETRICS BUILDING 5	1	6/25/18
P-07	WATER ISOMETRICS BUILDING 5	1	6/25/18
P-08	PLUMBING PLAN BUILDING 6 & 7	1	6/25/18

FIRE PROTECTION

FP-00	FIRE PROTECTION, SITE PLAN	3	9/26/18
FP-01	FIRE PROTECTION PLAN BUILDING 1	3	9/26/18
FP-03	FIRE PROTECTION PLAN BUILDING 3	3	9/26/18
FP-04	FIRE PROTECTION PLAN BUILDING 4	3	9/26/18
FP-05B	PARTIAL FIRE PROTECTION PLAN BUILDING 5	0	10/3/17
FP-07	NOTES & DETAILS	1	6/25/18
FP-08	NOTES & DETAILS	0	8/31/17

FIRE PROTECTION

FA-00	NOTES, DETAILS & RISER DIAGRAM	2	8/8/18
FA-00R	PROPOSAL FIRE ALARM & RISER DIAGRAM	1	8/8/18
FA-01	PROPOSED PLAN BUILDING 1	2	8/8/18
FA-01E	EXISTING FIRE ALARM BUILDING 1	1	8/8/18
FA-02	PROPOSED PLAN BUILDING 2	2	8/8/18
FA-02E	EXISTING FIRE ALARM	1	8/8/18
FA-03	B3-PROPOSED PLAN	2	8/8/18
FA-03E	B3-EXIST. FIRE ALARM	1	8/8/18
FA-04	B4-PROPOSED PLAN	2	8/8/18
FA-04E	B4-EXIST. FIRE ALARM	1	8/8/18
FA-05	B5-PROPOSED PLAN	1	6/25/18
FA-05E	B5-EXIST. FIRE ALARM	1	8/8/18
FA-06	B6-PROPOSED PLAN	2	8/8/18
FA-06E	B6-EXIST. FIRE ALARM	1	8/8/18
FA-07	B7,B8-PROPOSED PLAN	1	6/25/18
FA-07E	B7,B8-EXIST. FIRE ALARM	1	8/8/18
FA-08	B9,B10-PROPOSED PLAN	2	8/8/18
FA-08E	B9,B10-EXIST. FIRE ALARM	1	8/8/18

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:

Nine Million Eight Hundred Eighty Seven Thousand Nine
Hundred Eighty Two Dollars

\$9,887,982.00

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:

420 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:

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

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:

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: 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:	Thornton Construction Company, Inc.	4300 Biscayne Blvd., Suite 207 Miami, FL 33137-3255
Surety's Agent:	Federal Insurance Company	9429 Goodway Ct Indianapolis, Indiana 46256
Project Consultant:	Nyarko Architectural Group.	5931 NW 173 Dr, 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.
- 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, **THORNTON CONSTRUCTION COMPANY, INC.**, 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

CONTRACTOR

(Corporate Seal)

THORNTON CONSTRUCTION COMPANY, INC

By Thomas Thornton
Thomas Thornton, President

DocuSigned by: Arley Fleites Or - Arley Fleites, Secretary

Witness
Rebecca Fernandez
Witness

CONTRACTOR NOTARIZATION

STATE OF Florida
COUNTY OF Miami-Dade

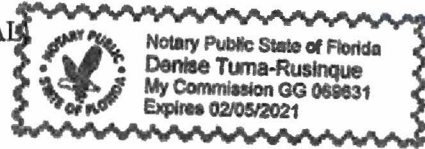
The foregoing instrument was acknowledged before me this 7 day of Jan, 2019 by Thomas Thornton of Thornton Construction and, Arley Fleites of Thornton Construction, on behalf of the Contractor.

Rebecca Fernandez, and, Thornton Construction are personally known to me or produced _____ as identification and did/did not first take an oath.

My commission expires:

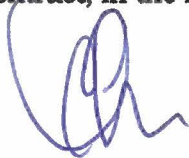
Denise Tuma-Rusique
Signature - Notary Public
Denise Tuma-Rusique
Printed Name of Notary
2/5/21
Notary's Commission No.

(SEAL)



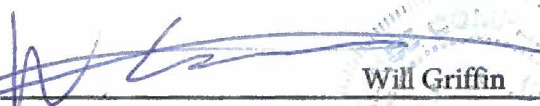
SURETY ACKNOWLEDGMENT

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.



Elizabeth Lang, Surety CSR

SURETY: Federal Insurance Company

By:  Will Griffin

Its: Attorney-in-Fact

Date: 01/07/2019

STATE OF Florida

COUNTY OF Miami- Dade

The foregoing instrument was acknowledged before me this 7th day of January, 2019
by Will Griffin of American Global, LLC, 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: March 24, 2019

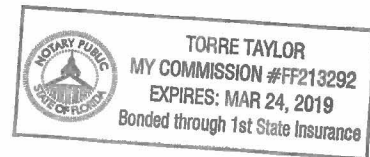
(SEAL)



Signature – Notary Public

Torre Taylor
Printed Name of Notary

FF213292
Notary's Commission No.



END OF DOCUMENT

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ricardo Davila, Will Griffin and Michael Marino of Miami, Florida -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

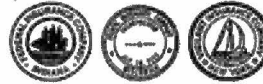
In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of June, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 20th day of June, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2818986
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

January 7, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com