



**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 25<sup>th</sup> day of June, 2019 by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

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

**OAC ACTION CONSTRUCTION CORP.**

(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.:	19-141C
Project No.:	P.001823
Location No.:	2681
Project Title:	SMART Program Renovations
Facility Name:	Westchester Elementary School

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

1. Misc. paving and site drainage work; new fire water line and all associated fire protection apparatus including DDC and FH etc.
2. Replacement of existing roofing for buildings 3, 8, 85 and 86;
3. Renovation/upgrade the existing Media Center along with associated mechanical, electrical and fire protection work;
4. Renovation/upgrade of Toilet Rooms Fish 151 and Fish 152 to meet ADA requirement along with associated mechanical, electrical, plumbing and fire protection work.
5. HVAC improvements including TAB, Fasten equipment with SS cables, new roof curbs, back draft damper(s)... etc.
6. Electrical improvements in Building 1, 4, 5, 6, 7, 8, 80 and 86 including but not limited to replacement of the existing fire alarm system, and replacement of canopy and building mounted lighting fixtures.

Constructed pursuant to drawings, specifications and other design documents prepared by Florida Caribbean Architecture, 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>
DRAWINGS INDEX	DRAWINGS INDEX	Rev 3	2/19/19
G000	PHASING, SCOPE OF WORK AND SWING SPACE PLAN		
C100	WATER AND SEWER PLAN - CIVIL	Rev 1	11/07/18
C101	PAVING AND DRAINAGE PLAN - CIVIL	Rev 1	11/07/18
C600	WATER AND SEWER DETAILS - CIVIL	Rev 1	11/07/18
C601	WATER AND SEWER DETAILS - CIVIL	Rev 1	11/07/18
C602	PAVING AND DRAINAGE DETAILS - CIVIL	Rev 1	11/07/18
0A001	LEGENDS, ABBREVIATIONS, AND GENERAL NOTES - ARCHITECTURAL		
0A201	OVERALL FLOOR PLAN - ARCHITECTURAL		
0A401	OVERALL ROOF PLAN - ARCHITECTURAL	Rev 3	02/19/19
0A601	DETAILS - ARCHITECTURAL	Rev 3	02/19/19
0A801	SCHEDULES-ARCHITECTURAL		
1AD201	BUILDING 1 ENLARGED PLANS - DEMOLITION - ARCHITECTURAL		
1AD301	BUILDING 1 REFLECTED CEILING PLAN-DEMOLITION-ARCHITECTURAL		
1A201	BUILDING 1 ENLARGED PLANS - ARCHITECTURAL	Rev 1	11/07/18
1A202	BUILDING 1 INTERIOR ELEVATION AND SHEDULES- ARCHITECTURAL		
1A301	BUILDING 1 REFLECTED CEILING PLAN - ARCHITECTURAL	Rev 2	12/14/18
1A302	BUILDING 1 REFLECTED CEILING PLAN - MEDIA CENTER ARCHITECTURAL	Rev 2	12/14/18
3AD401	BUILDING 3 - ROOF PLAN - DEMOLITION - ARCHITECTURAL		
3A401	BUILDING 3 - ROOF PLAN - ARCHITECTURAL		

8AD401	BUILDING 8 - ROOF PLAN - DEMOLITION - ARCHITECTURAL	
8A401	BUILDING 8 - ROOF PLAN - ARCHITECTURAL	
85AD401	BUILDING 85 - ROOF PLAN - DEMOLITION - ARCHITECTURAL	Rev 2 - 12/14/18
85AD402	BUILDING 85 - EXISTING ROOF PHOTOS - ARCHITECTURAL	
85A401	BUILDING 85 - ROOF PLAN - ARCHITECTURAL	
86AD401	BUILDING 86 - ROOF PLAN - DEMOLITION - ARCHITECTURAL	
86A401	BUILDING 86 - ROOF PLAN - ARCHITECTURAL	
S000	GENERAL NOTES STRUCTURAL	
3S401	BUILDING 3 WIND LOAD DIAGRAM	
8S401	BUILDING 8 WIND LOAD DIAGRAM AND ROOF PLAN STRUCTURAL	
85S401	BUILDING 85 WIND LOAD DIAGRAM STRUCTURAL	
86S401	BUILDING 86 WIND LOAD DIAGRAM STRUCTURAL	
3S600	STANDARD STRUCTURAL DETAILS	
OE000	LEGEND AND ABBREVIATIONS	Rev 2 - 12/14/18
OE001	GENERAL NOTES	Rev 3 - 02/19/19
ED100	OVERALL SITE CANOPY LIGHTING - ELECTRICAL DEMOLITION	Rev 2 - 12/14/18
ED101A	SITE CANOPY LIGHTING - ELECTRICAL DEMOLITION	
ED101B	SITE CANOPY LIGHTING - ELECTRICAL DEMOLITION	
E100	OVERALL SITE CANOPY LIGHTING - ELECTRICAL	Rev 2 - 12/14/18
E101A	SITE CANOPY LIGHTING - ELECTRICAL	Rev 3 - 02/19/19
E101B	SITE CANOPY LIGHTING - ELECTRICAL	
E101C	SITE CANOPY LIGHTING - ELECTRICAL	
E101D	SITE CANOPY LIGHTING - ELECTRICAL	
ED200	OVERALL FLOOR PLAN - ELECTRICAL DEMOLITION	Rev 2 - 12/14/18
1ED201A	BLDG 1 PARTIAL FLOOR PLAN A - ELECTRICAL DEMOLITION	
1ED201B	BLDG 1 PARTIAL FLOOR PLAN B - ELECTRICAL DEMOLITION	
1ED201C	BLDG 1 PARTIAL FLOOR PLAN C - ELECTRICAL DEMOLITION	
1ED201D	BLDG 1 PARTIAL FLOOR PLAN D - ELECTRICAL DEMOLITION	
4ED201	BLDG 4 FLOOR PLAN - ELECTRICAL DEMOLITION	
5ED201	BLDG 5 FLOOR PLAN - ELECTRICAL DEMOLITION	
6ED201	BLDG 6 FLOOR PLAN - ELECTRICAL DEMOLITION	
7ED201	BLDG 7 FLOOR PLAN - ELECTRICAL DEMOLITION	
80ED201	BLDG 80 FLOOR PLAN - ELECTRICAL DEMOLITION	
85ED201	BLDG 85 FLOOR PLAN - ELECTRICAL DEMOLITION	
86ED201	BLDG 86 FLOOR PLAN - ELECTRICAL DEMOLITION	
E200	OVERALL FLOOR PLAN - ELECTRICAL	Rev 1 - 11/07/18
1E201A	BLDG 1 PARTIAL FLOOR PLAN A - ELECTRICAL	
1E201B	BLDG 1 PARTIAL FLOOR PLAN B - ELECTRICAL	
1E201C	BLDG 1 PARTIAL FLOOR PLAN C - ELECTRICAL	
1E201D	BLDG 1 PARTIAL FLOOR PLAN D - ELECTRICAL	
4E201	BLDG 4 FLOOR PLAN - ELECTRICAL	
5E201	BLDG 5 FLOOR PLAN - ELECTRICAL	
6E201	BLDG 6 FLOOR PLAN - ELECTRICAL	
7E201	BLDG 7 FLOOR PLAN - ELECTRICAL	
80E201	BLDG 80 FLOOR PLAN - ELECTRICAL	
85E201	BLDG 85 FLOOR PLAN - ELECTRICAL	
86E201	BLDG 86 FLOOR PLAN - ELECTRICAL	
E500	ENLARGED PLANS - ELECTRICAL	Rev 2 - 12/14/18
E501	ENLARGED PLANS - ELECTRICAL	
E502	ENLARGED PLANS - ELECTRICAL	
E503	ENLARGED PLANS - ELECTRICAL	Rev 2 - 12/14/18
E504	ENLARGED PLANS - ELECTRICAL	
OE600	DETAILS - ELECTRICAL	Rev 1 - 11/07/18
OE601	DETAILS - ELECTRICAL	Rev 3 - 02/19/19
OE700	PARTIAL ONE LINE DIAGRAM - ELECTRICAL	Rev 2 - 12/14/18
OE701	PARTIAL ONE LINE DIAGRAM - ELECTRICAL	
OE702	PARTIAL ONE LINE DIAGRAM - ELECTRICAL	
OE703	PARTIAL ONE LINE DIAGRAM - ELECTRICAL	
OE704	PARTIAL ONE LINE DIAGRAM - ELECTRICAL	
OE705	PARTIAL ONE LINE DIAGRAM - ELECTRICAL	

OE800	SCHEDULES – ELECTRICAL	Rev 2 – 12/14/18
OE801	SCHEDULES - ELECTRICAL	
OE802	SCHEDULES - ELECTRICAL	
OE803	SCHEDULES - ELECTRICAL	
OE804	SCHEDULES – ELECTRICAL	Rev 3 – 02/19/19
OFA000	FIRE ALARM LEGENDS, ABBREVIATIONS AND GENERAL NOTES	Rev 3 – 02/19/19
FA100	SITE PLAN - FIRE ALARM	Rev 3 – 02/19/19
FAD200	OVERALL FLOOR PLAN - FIRE ALARM DEMOLITION	Rev 1 – 11/07/18
1FAD201A	BLDG 1 PARTIAL FLOOR PLAN A - FIRE ALARM DEMOLITION	
1FAD201B	BLDG 1 PARTIAL FLOOR PLAN B - FIRE ALARM DEMOLITION	
1FAD201C	BLDG 1 PARTIAL FLOOR PLAN C - FIRE ALARM DEMOLITION	
1FAD201D	BLDG 1 PARTIAL FLOOR PLAN D - FIRE ALARM DEMOLITION	
4FAD201	BLDG 4FLOOR PLAN - FIRE ALARM DEMOLITION	
5FAD201	BLDG 5 FLOOR PLAN - FIRE ALARM DEMOLITION	
6FAD201	BLDG 6 FLOOR PLAN - FIRE ALARM DEMOLITION	
7FAD201	BLDG 7 FLOOR PLAN - FIRE ALARM DEMOLITION	
80FAD201	BLDG 80 1ST FLOOR PLAN - FIRE ALARM DEMOLITION	
80FAD202	BLDG 80 2ND FLOOR PLAN - FIRE ALARM DEMOLITION	Rev 1 – 11/07/18
85FAD201	BLDG 85 FLOOR PLAN - FIRE ALARM DEMOLITION	
86FAD201	BLDG 86 FLOOR PLAN - FIRE ALARM DEMOLITION	
FA200	OVERALL FLOOR PLAN - FIRE ALARM	Rev 2 – 12/14/18
1FA201A	BLDG 1 PARTIAL FLOOR PLAN A - FIRE ALARM	Rev 3 – 02/19/19
1FA201B	BLDG 1 PARTIAL FLOOR PLAN B - FIRE ALARM	Rev 3 – 02/19/19
1FA201C	BLDG 1 PARTIAL FLOOR PLAN C - FIRE ALARM	
1FA201D	BLDG 1 PARTIAL FLOOR PLAN D - FIRE ALARM	
4FA201	BLDG 4FLOOR PLAN - FIRE ALARM	
5FA201	BLDG 5 FLOOR PLAN - FIRE ALARM	
6FA201	BLDG 6 FLOOR PLAN - FIRE ALARM	Rev 3 – 02/19/19
7FA201	BLDG 7 FLOOR PLAN - FIRE ALARM	
80FA201	BLDG 80 1ST FLOOR PLAN - FIRE ALARM	Rev 3 – 02/19/19
80FA202	BLDG 80 2ND FLOOR PLAN - FIRE ALARM	Rev 3 – 02/19/19
85FA201	BLDG 85 FLOOR PLAN - FIRE ALARM	
86FA201	BLDG 86 FLOOR PLAN - FIRE ALARM	
FA700	PARTIAL RISER DIAGRAM - FIRE ALARM	Rev 3 – 02/19/19
M000	LEGEND AND ABBREVIATIONS - MECHANICAL	
M001	GENERAL NOTES - MECHANICAL	
M100	SITE PLAN - MECHANICAL	
M200	OVERALL 1ST FLOOR PLAN - MECHANICAL	Rev 1 – 11/07/18
1M201A	BLDG 1 PARTIAL FLOOR PLAN A - MECHANICAL	
1M201B	BLDG 1 PARTIAL FLOOR PLAN B - MECHANICAL	
1M201C	BL DG 1 PARTIAL FLOOR PLAN C - MECHANICAL	
1M201D	BLDG 1 PARTIAL FLOOR PLAN D - MECHANICAL	
4M201	BLDG 4 FLOOR PLAN - MECHANICAL	
5M201	BLDG 5 FLOOR PLAN - MECHANICAL	
6M201	BLDG 6 FLOOR PLAN - MECHANICAL	
7M201	BLDG 7 FLOOR PLAN - MECHANICAL	
M400	OVERALL ROOF PLAN – MECHANICAL	Rev 1 – 11/07/18
1M401A	BLDG 1 PARTIAL ROOF PLAN A - MECHANICAL	
1M401B	BLDG 1 PARTIAL ROOF PLAN B - MECHANICAL	
1M401C	BLDG 1 PARTIAL ROOF PLAN C - MECHANICAL	
1M401D	BLDG 1 PARTIAL ROOF PLAN D - MECHANICAL	
4M401	BLDGS 4,5,6&7 FLOOR PLAN - MECHANICAL	
8M401	BLDGS 8,85&86 FLOOR PLAN - MECHANICAL	
M600	DETAILS – MECHANICAL	Rev 1 – 11/07/18
M800	SCHEDULES – MECHANICAL	
M801	SCHEDULES - MECHANICAL	
M802	SCHEDULES - MECHANICAL	
M803	SCHEDULES - MECHANICAL	
M804	SCHEDULES - MECHANICAL	
M805	SCHEDULES - MECHANICAL	
M806	SCHEDULES - MECHANICAL	

M807	SCHEDULES - MECHANICAL	
M808	SCHEDULES - MECHANICAL	Rev 1 - 11/07/18
M900	CONTROL SCHEMATIC MECHANICAL	
FP000	LEGEND AND ABBREVIATIONS - FIRE PROTECTION	Rev 2 - 12/14/18
FP001	GENERAL NOTES - FIRE PROTECTION	
FP100	SITE PLAN - FIRE PROTECTION	Rev 2 - 12/14/18
FP200	OVERALL FLOOR PLAN - FIRE PROTECTION	Rev 1 - 11/07/18
1FP200-H	BLDG 1ROOM/AREA HAZARD OCCUPANCY CLASSIFICATION FIRE PROTECTION	
1FP201A	BLDG 1-PATIAL FIRE PROTECTION PLAN 1ST FLOOR-AREA A	
1FP201B	BLDG 1-PATIAL FIRE PROTECTION PLAN 1ST FLOOR-AREA B	
1FP201C	BLDG 1-PATIAL FIRE PROTECTION PLAN 1ST FLOOR-AREA C	
1FP201D	BLDG 1-PATIAL FIRE PROTECTION PLAN 1ST FLOOR-AREA D	
FP600	DETAIL - FIRE PROTECTION	Rev 1 - 11/07/18
P000	LEGEND AND ABBREVIATIONS - PLUMBING	
P001	GENERAL NOTES- PLUMBING	
P200	OVERALL FLOOR PLAN - PLUMBING	
P500	ENLARGED FLOOR PLAN - PLUMBING	Rev 1 - 11/07/18
P600	DETAILS - PLUMBING	
P700	RISER DIAGRAM - PLUMBING	Rev 1 - 11/07/18
P800	SCHEDULES- PLUMBING	

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 5 - Metals
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors & Windows
- Division 9 - Finishes
- Division 10 - Specialties
- Division 13 - Special Construction
- Division 15 - Mechanical
- Division 16 - Electrical
- Division 17 - Communications

**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:

One Million Eight Hundred Ninety-Two Thousand Seventy-      \$ 1,892,071.00  
One Dollars

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:

**395 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:

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

**4.04 Liquidated Damages for Substantial Completion:**

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

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

Each Milestone Five Hundred Dollars \$500.00 per day

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

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

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

**5.01 Substantial Completion:**

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

**5.02 Final Completion:**

- 5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.
- 5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.
- 5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:  
\$ 500  
Five Hundred Dollars

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: Jamie Margulies
	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:	OAC ACTION CONSTRUCTION CORP.	11980 SW 144 <sup>TH</sup> CT Suite #101 Miami, FL 33186
Surety's Agent:	Great American Insurance Company	301 E 4 <sup>th</sup> Street Cincinnati, Ohio 45202
Project Consultant:	Florida Caribbean Architecture, Inc.	7 Erwood Place Boynton Beach, FL 33426

8.02 These addresses may be changed by either of the parties by written notice to the other party.

**ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES**

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

9.02 **e-Builder.** The Contractor shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

- 9.02.01 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.
- 9.02.02 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.
- 9.02.03 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.
- 9.02.04 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.
- 9.02.05 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Programs Controls Support, telephone number (754) 321-1537, [eBuilderLicense@browardschools.com](mailto:eBuilderLicense@browardschools.com). Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses with Programs Control Support. Additional training may be provided based on availability. The Contractor shall be required to use 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, **OAC ACTION CONSTRUCTION CORP.**, 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)

**OAC ACTION CONSTRUCTION, CORP.**

By [Signature]  
Osvaldo Cruz, President

[Signature]  
Osvaldo Cruz, Secretary  
Or -

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**CONTRACTOR NOTARIZATION**

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May 2019, by Osvaldo Cruz of OAC Action Construction, and, Osvaldo Cruz of OAC Action Construction, on behalf of the Contractor.

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

My commission expires:

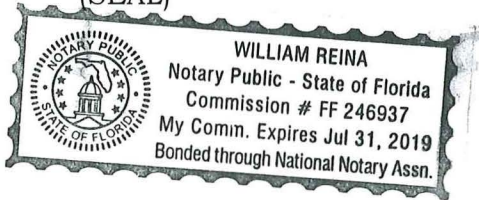
July 31, 2019

[Signature]  
\_\_\_\_\_  
Signature - Notary Public

William Reina  
\_\_\_\_\_  
Printed Name of Notary

FF 246937  
\_\_\_\_\_  
Notary's Commission No.

(SEAL)



**SURETY ACKNOWLEDGMENT**

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

**SURETY:** Great American Insurance Company

L. Rafford  
Warren M. Alter

By: [Signature]

Its: Warren M. Alter, Attorney-in-Fact

Date: May 1, 2019



STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1st day of May,  
2019 by Warren M. Alter of  
Great American Insurance Company, on behalf of the Surety.

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

My commission expires: December 7, 2021

(SEAL)

[Signature]  
Signature - Notary Public

Lilia Rafford  
Printed Name of Notary

GG166409  
Notary's Commission No.



**Lilia Rafford**  
Commission # GG166409  
Expires: December 7, 2021  
Bonded thru Aaron Notary

**END OF DOCUMENT**

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than TWO

No. 0 19958

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WARREN M. ALTER	BOTH OF	BOTH
DAVID T. SATINE	MIAMI LAKES, FLORIDA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of MARCH 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph C. Beraha*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1ST day of MARCH 2019

MARK VICARIO (877-377-2405)

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of May, 2019

*Steph C. Beraha*

Assistant Secretary

