



The School Board of Broward County, Florida  
 Procurement & Warehousing Services Department  
 7720 W. Oakland Park Blvd., Suite 323  
 Sunrise, Florida 33351

(754) 321-0505

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of December 2019 by and between

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

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

**LUNACON ENGINEERING GROUP, 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.:	19-155C
Project No.:	P.001895
Location No.:	0031
Project Title:	SMART Program Renovations
Facility Name:	Oakland Park Elementary School

Work of this Contract comprises the general construction and renovation of, but not limited to:

**Site Work:**

- Repair of aluminum covered walkways roofs.
- Replace 8 exterior pole-mounted lighting fixtures at the parking lots.

**Building 01 (Administration Building):**

- Reroofing
- Mechanical: Replacement of 2 AHU's and 1 CU.
- Electrical: Replacement of exterior light fixtures.

**Building 02 (Media Center):**

- Reroofing.
- Mechanical: Replacement of 1 AHU.
- Electrical: Replacement of exterior light fixtures.

**Building 03 (Classrooms):**

- Reroofing.
- Mechanical: Replacement of 4 rooftop a.c. units.
- Electrical: Replacement of light fixtures located in the covered walkway.

**Building 04 (Classrooms):**

- Reroofing
- Mechanical: Test and Balance of the entire Building.

**Building 05 (Teacher Planning):**

- Reroofing

**Building 06 (Auditorium):**

- Reroofing
- Repair 2 damaged exterior concrete columns.
- Mechanical: Replacement of 2 exterior condensing units and 2 AHU's.
- Electrical: Replacement of the electrical panel serving the building.
- Electrical: Replacement of light fixtures located in the covered walkway.

**Building 07 (Building Support):**

- Reroofing.
- Mechanical: Replacement of 2 HVAC chillers.
- Electrical: Replacement of the switchgear and panel.
- Electrical: Replacement of wall mounted exterior light fixture.

**Building 08 (Classrooms):**

- Reroofing.

**Building 09 (Classrooms):**

- Reroofing.
- Mechanical: Replacement of 3 AHU's.
- Electrical: Replacement of wall-mounted exterior light fixture.

**Building 10 (Storage):**

- Reroofing, including the replacement of the roof deck.
- Electrical: Replacement of electrical panel.

**Building 11 (Cafeteria):**

- Reroofing.
- Mechanical: Replacement of 1 AHU.
- Mechanical: Replace Kitchen hood exhaust and intake
- Electrical: Replacement of transformer and switchgear.
- Electrical: Replacement of 2 distribution panels.

**Building 12 (Storage):**

**Building 13 (Classrooms):**

- Reroofing.
- Mechanical: Replacement of 2 exterior condensing units and 2 AHU's.

**Included in the reroofing for Buildings 1, 2, 3, 6, 7, 8, 9, 10, 11 & 13:**

- Provide new modified bitumen built-up roofing on a new 1/4" per foot sloped tapered insulation system providing a minimum average insulation value of R-20. The new proposed insulation/built-up roofing system will be subject to the approval of the School Board Broward County facilities management.
- Remove abandoned rooftop equipment and close up unneeded openings in the roof deck, if any.

- Correct current deficiencies in roof drainage.
- Replace horizontal and vertical roofing expansion joints.
- Upon removal of the existing roofing membrane, inspect the roof deck. Where found damaged or deteriorated, replace all such areas of roof decking.
- At rooftop equipment currently located closer than 3 feet to the roof edge, provide railings at the roof edge (as required by the Florida Building Code).
- Raise the stands for rooftop equipment to provide a minimum of 24-inch clearance from the bottom of the supports to the new finished roofing surface (if and where such clearance would not be provided after the installation of the new insulation/roofing system), and provide new curbs for curb-mounted rooftop equipment in order to provide a minimum height of 18 inches from the new finished roofing surface to the top of the curb. Provide hurricane tiedown straps at rooftop equipment if and where missing.
- Raise existing plumbing vents as required to provide proper flashing.
- Reinforce the roof structure (if and where necessary to support relocated equipment).
- Replace rusted or inoperable air exhaust and intake vents, goosenecks, conduit, piping, and similar components.

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

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

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

**ARTICLE 1. ENTIRE AGREEMENT**

- 1.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.
- 1.02 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.03 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

**ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.**

- 2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and

Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.02 The Drawings:

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Revision Date</b>
<b><u>GENERAL</u></b>			
G-001	COVER, LOCATION MAP	N/A	
G-002	GENERAL NOTES AND DRAWING INDEX	2	02-28-19
<b><u>STRUCTURAL:</u></b>			
S-1	ROOF PLAN BUILDING 1 & 3	N/A	
S-2	ROOF PLAN BUILDING 2 & 7	1	01-15-19
S-3	ROOF PLAN BUILDING 4 & BUILDING 5	N/A	
S-4	ROOF PLAN BUILDING 6, BUILDING 8 & BUILDING 10	N/A	
S-5	ROOF PLAN BUILDING 11	N/A	
S-6	ROOF PLAN BUILDING 13	N/A	
S-7	ROOF PLAN BUILDING 9		
S-8	DETAILS	1	01-15-19
S-9	DETAILS	1	01-15-19
<b><u>ARCHITECTURAL:</u></b>			
AS-101	SITE PLAN	1	08-08-19
AS-102	PHASING PLAN	1	08-08-19
A-101	BUILDING OVERALL PLAN	N/A	
A-102	OVERALL ROOF PLAN	2	02-28-19
A-103	ROOF LEGEND AND ROOF NOTES	3	04-10-19
AA-101	DEMOLITION ROOF PLAN BUILDINGS 1 & 3	N/A	
AB-101	DEMOLITION ROOF PLAN BUILDINGS 2 & 7	1	01-15-19
AC-101	DEMOLITION ROOF PLAN BUILDINGS 4 & 5	N/A	
AD-101	DEMOLITION ROOF PLAN BUILDINGS 6, 8 & 10	1	01-15-19
AE-101	DEMOLITION ROOF PLAN BUILDING 9	N/A	
AF-101	DEMOLITION ROOF PLAN BUILDING 11	N/A	
AG-101	DEMOLITION ROOF PLAN BUILDING 13	N/A	
AA-102	NEW ROOF PLAN BUILDINGS 1 & 3	N/A	
AB-102	NEW ROOF PLAN BUILDING 2 & 7	1	01-15-19
AC-102	NEW ROOF PLAN BUILDINGS 4 & 5	N/A	
AD-102	NEW ROOF PLAN BUILDINGS 6, 8 & 10	1	01-15-19
AE-102	NEW ROOF PLAN BUILDING 9	N/A	
AF-102	NEW ROOF PLAN BUILDING 11	N/A	
AG-102	NEW ROOF PLAN BUILDING 13	2	02-28-19
A-201	BUILDING SECTIONS	N/A	
A-301	EXTERIOR LIGHTING PLAN	1	01-15-19
A-501	ROOF DETAILS	2	02-28-19
A-502	ROOF DETAILS	3	04-10-19
A-503	ROOF DETAILS	3	04-10-19
A-504	ROOF DETAILS	3	08-08-19
A-505	ROOF DETAILS	2	02-28-19
A-506	ROOF DETAILS	1	01-15-19
A-507	ROOF DETAILS	3	04-10-19
A-508	ROOF DETAILS	3	04-10-19

A-509	ROOF DETAILS	2	02-28-19
A-510	ROOF DETAILS	N/A	
A-511	UL DETAILS	4	08-08-19
A-901	ROOF PHOTOS OF EX. CONDITION BLDGS 1 – 6	N/A	
A-902	ROOF PHOTOS OF EX. CONDITION BLDGS 7 -13	N/A	

**MECHANICAL:**

M-001	MECHANICAL GENERAL NOTES & LEGEND	1	01-15-19
M-002	OVERALL PLAN	N/A	
MA-101	BLDG 1 ROOM 124 & ROOM 106 MECH. PLAN DEMO	N/A	
MG-101	BLDG 7 MECHANICAL PLAN DEMOLITION	N/A	
MH-101	BLDG 9 MECHANICAL PLAN DEMOLITION	N/A	
MA-102	BLDG 1 ROOM 124 & ROOM 106 MECH. PLAN NEW WORK	N/A	
MB-102	BLDG 2 MECHANICAL PLAN DEMOLITION & NEW WORK	N/A	
MD-102	BLDG 4 MECHANICAL PLAN NEW WORK	N/A	
MF-102	BLDG 6 MECHANICAL PLAN DEMOLITION & NEW WORK	N/A	
MG-102	BLDG 7 MECHANICAL PLAN NEW WORK	N/A	
MH-102	BLDG 9 MECHANICAL PLAN NEW WORK	N/A	
MJ-102	BLDG 11 MECHANICAL DEMO PLAN & NEW WORK	N/A	
MK-101	BLDG 13 1ST FLOOR MECH. DEMO PLAN & NEW WORK	N/A	
MK-102	BLDG 13 2ND FLOOR MECH. DEMO PLAN & NEW WORK	N/A	
MC-202	BLDG 3 ROOF MECHANICAL PLAN DEMO & NEW WORK	N/A	
MJ-202	BLDG 11 ROOF MECH. PLAN DEMO & NEW WORK	N/A	
MG-202	BLDG 7 & 13 ROOF MECH. PLAN NEW WORK	N/A	
M-300	MECHANICAL SCHEDULE	1	01-15-19
M-301	MECHANICAL DETAILS	1	01-15-19
M-302	MECHANICAL DETAILS	1	01-15-19
M-303	MECHANICAL DETAILS	1	01-15-19

**ELECTRICAL:**

E-001	GENERAL ELECTRICAL NOTES & LEGEND	1	01-15-19
E-002	SITE PLAN SCOPE OF WORK	2	03-12-19
E-003	WEST/EAST PARKING LIGHTING ELECTRICAL PLAN	2	03-12-19
EA-101	BUILDING 1 ELECTRICAL PLAN DEMO & NEW WORK	2	03-12-19
EB-101	BUILDING 2 ELECTRICAL PLAN DEMO & NEW WORK	1	01-15-19
EC-101	BLDG. 3 ELECTRICAL PLAN DEMO & NEW WORK	1	01-15-19
ED-101	BLDG. 6 ELECTRICAL PLAN DEMO & NEW WORK	1	01-15-19
EE-101	BLDG 7 ELECTRICAL PLAN DEMO & NEW WORK	1	01-15-19
EF-101	BLDG 9 ELECTRICAL PLAN DEMO & NEW WORK	1	01-15-19
EG-101	BLDG 10 ELECTRICAL PLAN DEMO & NEW WORK	2	03-12-19
EH-101	BLDG 11 ELECTRICAL PLAN DEMO & NEW WORK	1	01-15-19
EI-101	BLDG 13 1ST FLOOR ELECT. PLAN DEMO & NEW WORK	1	01-15-19
EI-102	BLDG 13 2ND FLOOR ELECT. DEMO & PLAN NEW WORK	N/A	
EC-201	BLDGS 1,3 ROOF ELECTRIC. PLAN DEMO & NEW WORK	1	01-15-19
EE-201	BLDGS 2,7 ROOF ELECTRICAL PLAN	1	01-15-19
EH-201	BLDG 11 ROOF ELECTRICAL PLAN DEMO & NEW WORK	1	01-15-19
EI-201	BLDG 13 ROOF ELECTRICAL PLAN DEMO & NEW WORK	1	01-15-19
E-301	ELECTRICAL ROOM 701. MECHANICAL ROOM 704	1	01-15-19
E-302	ELECTRICAL ROOM 936. CUSTODIAL ROOM 934	1	01-15-19
E-303	ELECTRICAL DETAILS	2	03-12-19
E-401	ELECTRICAL RISER DEMOLITION	1	01-15-19
E-402	ELECTRICAL RISER NEW WORK	2	03-12-19
E-501	ELECTRICAL PANEL SCHEDULES	2	03-12-19
E-502	ELECTRICAL PANEL SCHEDULES	1	01-15-19
E-503	ELECTRICAL PANEL SCHEDULES	1	01-15-19

**PLUMBING:**

PA-202	BUILDING 2 & 3 ROOF PLUMBING PLAN & NEW WORK	N/A
PB-202	BUILDING 7 & 9 ROOF PLUMBING PLAN & NEW WORK	N/A
PC-202	BUILDING 9 ROOF PLUMBING PLAN & NEW WORK	N/A

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 9 – Finishes
- Division 10 – Specialties
- Division 13 – Special Construction
- 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:

Four Million Five Hundred Ten Thousand Seven Hundred Fifty-Five Dollars  
\$ 4,510,755.00

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

**ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

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

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

**4.03 Required date(s) of Substantial Completion**

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

**365 Consecutive calendar days from the commencement date stipulated on Document 00550: Notice To Proceed**

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

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

**4.04 Liquidated Damages for Substantial Completion:**

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

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

Each Milestone Five Hundred Dollars \$500.00 per day

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

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

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

**5.01 Substantial Completion:**

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

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

Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

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

5.02 **Final Completion:**

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

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

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, 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:

<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: Blake Thorson
	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:	LUNACON ENGINEERING GROUP, CORP.	16890 South Dixie Highway Miami, FL 33157

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Surety's Agent: Berkley Insurance Company      The Corporation Trust  
Company  
Corporation Trust Center  
1209 Orange St  
Wilmington, DE 19801

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Project Consultant: Jorge A. Gutierrez Architect,      14400 NW 77<sup>th</sup> COURT  
LLC.      Suite 104, Miami Lakes FL  
33016

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 the 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 the 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, **LUNACON ENGINEERING GROUP, 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:

\_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to form and legal content

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



**CONTRACTOR**

**LUNACON ENGINEERING GROUP, CORP**

By *Patricia Bonilla*

Patricia Bonilla, President

\_\_\_\_\_, Secretary

Or - *Wail Elgheriani*  
Witness

*Vanessa Mata*  
Witness

**CONTRACTOR NOTARIZATION**

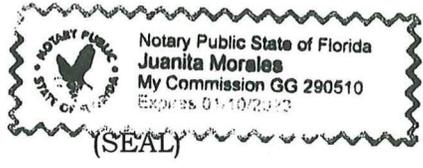
STATE OF Florida

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Nov 2019,  
by Patricia Bonilla of Lunacon Engineering Group, and,  
\_\_\_\_\_ of \_\_\_\_\_, on  
behalf of the Contractor.

Wail Elgheriani, and, Vanessa Mata are personally  
known to me or produced \_\_\_\_\_ as identification  
and did/did not first take an oath.

My commission expires: 11/10/23



*Juanita Morales*  
Signature - Notary Public

Juanita Morales  
Printed Name of Notary

290510  
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:** Berkley Insurance Company

*[Signature]*  
Olga Iglesias

**By:** *Charles D. Nielson*  
**Its:** Charles D. Nielson, Atty.-In-Fact  
**Date:** November 6, 2019

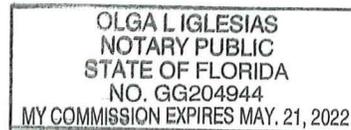


STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 6th day of November,  
2019 by Charles J. Nielson of  
Nielson, Hoover & Company, on behalf of the Surety.

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

My commission expires:



(SEAL)  
*[Signature]*  
Signature - Notary Public  
Olga Iglesias  
Printed Name of Notary  
  
Notary's Commission No.

**END OF DOCUMENT**

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Charles J. Nielson; Charles D. Nielson; Joseph P. Nielson; or Jarrett Merlucci of Nielson & Company, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19<sup>th</sup> day of April, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman  
Executive Vice President & Secretary

By Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 19<sup>th</sup> day of April, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19<sup>th</sup> day of April, 2019.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.