



**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 15 day of September, 2020 by and between

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

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

**BURKE CONSTRUCTION GROUP, 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.:	FY21-124
Project No.:	P.001920
Location No.:	1671
Project Title:	SMART Program Renovations
Facility Name:	C. Robert Markham Elementary School

**SCOPE OF WORK:**

Work of this Contract comprises general construction of Work of this Contract comprises general construction of or renovations as follows and as described in the drawings:

- Site: Replacement of the entire fire alarm system and related components.
- Site: Repairs to existing aluminum covered walkways.
- Site: Repairs to existing concrete covered walkways.
- Building 1: Reroofing, HVAC equipment replacement, fire alarm system replacement, and structural reinforcement
- Building 2: Reroofing, HVAC equipment replacement, fire alarm system replacement and added egress doors.
- Building 3: Reroofing, window replacement, HVAC equipment replacement, fire alarm system replacement, and added egress doors.
- Building 4: Reroofing, window replacement, HVAC equipment replacement, fire alarm system replacement and added egress doors.
- Building 5: Reroofing, window replacement, HVAC equipment replacement, fire alarm system replacement and added egress doors.
- Building 6: Reroofing, HVAC equipment replacement, and fire alarm system replacement.
- Building 7: Reroofing, window replacement, HVAC equipment replacement, and fire alarm system replacement.

- Building 8: Reroofing, HVAC equipment replacement and fire alarm system replacement.
- Building 78: Reroofing, exterior painting and fire alarm system replacement.
- Buildings (4) 99: Fire alarm system replacement only.
- Chiller Yard Improvements

Included in the reroofing:

- Remove abandoned rooftop equipment and close unneeded openings in the roof deck, if any.
- Correct current deficiencies in roof drainage.
- Replace horizontal and vertical roofing expansion joints.
- Upon removal of existing roofing membrane, inspect roof deck. Where found damaged or deteriorated, advise the owner and coordinate with the owner and the unit price schedule Document 436.
- All existing curbs will be replaced to coordinate with the new roofing system.
- All rooftop equipment will receive Raise the stands for the rooftop equipment to provide a minimum of 24" clearance from the bottom of the supports to the new finished roofing surface (if and where such clearance would not be provided after installation of new insulation/roofing system), and provide new curbs for curb-mounted rooftop equipment in order to provide minimum height of 18 inches from the new finished roofing surface to the top of the curb. Provide hurricane tie-down straps at rooftop equipment if and where missing.
- Raise existing plumbing vents as required to provide proper flashing.

Constructed pursuant to drawings, specifications and other design documents prepared by CARTY ARCHITECTURE, 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>PH: III 100%CD Issued Date</b>	<b>Revision No. Date</b>
<b>GENERAL</b>			
G001	COVER SHEET	02/01/2019	Revision 3A 05-11-2020
G010	LEGEND AND ABBREVIATIONS	02/01/2019	Revision 1A 04-02-2019
G100	OVERALL FIRST FLOOR PLAN	02/01/2019	Revision 3A 05-11-2020
G200	SCOPE OF WORK AND GENERAL NOTES	02/01/2019	Revision 3A 05-11-2020
CC100	CONSTRUCTION CRITERIA PLAN	Not Applicable	Revision 3A 05-11-2020
<b>LIFE SAFETY</b>			
LS100	OVERALL LIFE SAFETY PLAN	02/01/2019	Revision 3A 05-11-2020
LS101	CODE ANALYSIS	02/01/2019	Revision 1A 04-02-2019
<b>DEMOLITION</b>			
D100	OVERALL FIRST FLOOR SITE DEMOLITION PLAN	02/01/2019	Revision 2A 06-10-2019
D110	BUILDING 01: OVERALL FIRST FLOOR DEMOLITION PLAN	02/01/2019	Revision 2A 06-10-2019
D111	BUILDING 01: ENLARGED DEMOLITION FLOOR PLANS	02/01/2019	Not Applicable
D112	BUILDING 01: ENLARGED DEMOLITION FLOOR PLANS	02/01/2019	Revision 2A 06-10-2019
D120	BUILDING 02: FIRST FLOOR DEMOLITION PLAN	02/01/2019	Revision 3A 05-11-2020
D130	BUILDING 03: FIRST FLOOR DEMOLITION PLAN AND INTERIOR DEMOLITION ELEVATIONS	02/01/2019	Revision 2A 06-10-2019
D140	BUILDING 04: FIRST FLOOR DEMOLITION PLAN AND INTERIOR DEMOLITION ELEVATIONS	02/01/2019	Revision 2A 06-10-2019
D150	BUILDING 05: FIRST FLOOR DEMOLITION PLAN AND INTERIOR DEMOLITION ELEVATIONS	02/01/2019	Revision 2A 06-10-2019
D160	BUILDING 06, 08, AND 99: FIRST FLOOR DEMOLITION PLANS	02/01/2019	Revision 2A 06-10-2019

D170	BUILDING 07: FIRST FLOOR DEMOLITION PLAN	02/01/2019	Not Applicable
D300	OVERALL DEMOLITION PHOTO LOCATIONS	02/01/2019	Revision 3A 05-11-2020
D310	BUILDING 01: ENLARGED DEMOLITION ROOF PLANS	02/01/2019	Revision 3A 05-11-2020
D311	BUILDING 01: ENLARGED DEMOLITION ROOF PLANS	02/01/2019	Revision 3A 05-11-2020
D312	BUILDING 01: ENLARGED DEMOLITION UPPER ROOF PLANS	02/01/2019	Revision 2A 06-10-2019
D320	BUILDING 02: DEMOLITION ROOF PLAN	02/01/2019	Revision 1A 04-02-2019
D330	BUILDING 03: DEMOLITION ROOF PLAN	02/01/2019	Revision 1A 04-02-2019
D340	BUILDING 04: DEMOLITION ROOF PLAN	02/01/2019	Revision 1A 04-02-2019
D350	BUILDING 05: DEMOLITION ROOF PLAN	02/01/2019	Revision 1A 04-02-2019
D360	BUILDING 06 AND 08: DEMOLITION ROOF PLANS	02/01/2019	Revision 1A 04-02-2019
D370	BUILDING 07: DEMOLITION ROOF PLAN	02/01/2019	Revision 1A 04-02-2019
D400	DEMOLITION PHOTOS	02/01/2019	Revision 2A 06-10-2019
D410	DEMOLITION PHOTOS	02/01/2019	Revision 2A 06-10-2019
D420	DEMOLITION ROOF PHOTOS	02/01/2019	Not Applicable
D510	CHILLER YARD DEMOLITION FLOOR PLAN AND DETAILS	02/01/2019	Not Applicable

### **ARCHITECTURAL**

A100	OVERALL FIRST FLOOR SITE PLAN	02/01/2019	Revision 2A 06-10-2019
A110	BUILDING 01: OVERALL FIRST FLOOR PLAN	02/01/2019	Revision 2A 06-10-2019
A111	BUILDING 01: ENLARGED FLOOR PLANS	02/01/2019	Revision 1A 04-02-2019
A112	BUILDING 01: ENLARGED FLOOR PLANS	02/01/2019	Revision 2A 06-10-2019
A120	BUILDING 02: FIRST FLOOR PLAN	02/01/2019	Revision 3A 05-11-2020
A130	BUILDING 03: FIRST FLOOR PLAN AND INTERIOR ELEVATIONS	02/01/2019	Revision 3A 05-11-2020
A140	BUILDING 04: FIRST FLOOR PLAN AND INTERIOR ELEVATIONS	02/01/2019	Revision 3A 05-11-2020
A150	BUILDING 05: FIRST FLOOR PLAN AND INTERIOR ELEVATIONS	02/01/2019	Revision 3A 05-11-2020
A160	BUILDING 06, 08, AND 99: FIRST FLOOR PLANS	02/01/2019	Revision 2A 06-10-2019
A170	BUILDING 07: FIRST FLOOR PLAN	02/01/2019	Revision 1A 04-02-2019
A300	OVERALL SITE ROOF PLAN	02/01/2019	Revision 3A 05-11-2020

A301	ROOF DRAIN CALCULATIONS	02/01/2019	Revision 3A 05-11-2020
A310	BUILDING 01: ENLARGED ROOF PLAN	02/01/2019	Revision 3A 05-11-2020
A311	BUILDING 01: ENLARGED ROOF PLAN	02/01/2019	Revision 3A 05-11-2020
A312	BUILDING 01: ENLARGED UPPER ROOF PLANS	02/01/2019	Revision 2A 06-10-2019
A320	BUILDING 02: ROOF PLAN	02/01/2019	Revision 3A 05-11-2020
A330	BUILDING 03: ROOF PLAN	02/01/2019	Revision 3A 05-11-2020
A340	BUILDING 04: ROOF PLAN	02/01/2019	Revision 3A 05-11-2020
A350	BUILDING 05: ROOF PLAN	02/01/2019	Revision 3A 05-11-2020
A360	BUILDING 06 AND 08: ROOF PLANS	02/01/2019	Revision 3A 05-11-2020
A370	BUILDING 07: ROOF PLAN	02/01/2019	Revision 3A 05-11-2020
A380	ENLARGED CANOPY ROOF PLAN	02/01/2019	Not Applicable
A381	ENLARGED CANOPY ROOF PLAN	02/01/2019	Not Applicable
A382	ENLARGED CANOPY ROOF PLAN	02/01/2019	Not Applicable
A383	ENLARGED CANOPY ROOF PLAN	02/01/2019	Not Applicable
A384	ENLARGED CANOPY ROOF PLAN	02/01/2019	Not Applicable
A390	ROOF SLOPE	02/01/2019	Revision 1A 04-02-2019
A391	ROOF SLOPE	02/01/2019	Revision 1A 04-02-2019
A400	BUILDING 01 AND 02: BUILDING ELEVATIONS	02/01/2019	Revision 2A 06-10-2019
A410	BUILDING 03, 04 & 05: BUILDING ELEVATIONS	02/01/2019	Revision 2A 06-10-2019
A420	BUILDING 07: BUILDING ELEVATIONS	02/01/2019	Revision 1A 04-02-2019
A510	CHILLER YARD FLOOR PLAN AND DETAILS	02/01/2019	Revision 1B 05-17-2019
A511	CHILLER YARD ELEVATIONS	02/01/2019	Not Applicable
A520	CANOPY PLAN AND DETAILS	02/01/2019	Revision 1B 05-17-2019
A521	CANOPY DETAILS	02/01/2019	Not Applicable
A530	BUILDING 04 CHILLER YARD PLAN, ELEVATIONS, AND DETAILS	02/01/2019	Not Applicable
A600	TYPICAL ROOFING DETAILS	02/01/2019	Revision 3A

A601	TYPICAL ROOFING DETAILS	02/01/2019	05-11-2020 Revision 3A 05-11-2020
A602	TYPICAL ROOFING DETAILS	02/01/2019	Not Applicable
A603	TYPICAL ROOFING DETAILS	02/01/2019	Revision 3A 05-11-2020
A604	TYPICAL ROOFING DETAILS	02/01/2019	Revision 3A 05-11-2020
A605	TYPICAL ROOFING DETAILS	02/01/2019	Revision 3A 05-11-2020
A800	WINDOW SCHEDULE	02/01/2019	Revision 2A 06-10-2019
A810	DOOR DETAILS	02/01/2019	Revision 3A 05-11-2020
A820	WINDOW AND LOUVER DETAILS	02/01/2019	Revision 2A 06-10-2019
A830	PARTITION DETAILS	02/01/2019	Revision 2A 06-10-2019
A900	DOOR AND SIGNAGE SCHEDULE	02/01/2019	Revision 3A 05-11-2020
A910	FINISHES AND COLOR SCHEDULE	02/01/2019	Not Applicable

**STRUCTURAL**

G001	COVER SHEET VOLUME 02 OF 03	02/01/2019	Revision 3A 05-11-2020
S100	ROOF WIND PRESSURES AND STRUCTURAL NOTES	02/01/2019	Revision 2A 06-10-2019
S200	WINDOWS / DOORS WIND PRESSURES AND DETAILS	02/01/2019	Revision 2A 06-10-2019
S300	CHILLER YARD SLAB AND FENCE DETAILS	02/01/2019	Revision 1B 05-17-2019
S400	ALUMINUM COVERED WALKWAY AND DETAILS	02/01/2019	Not Applicable
S500	ROOFING REPAIR LOCATION AND DETAILS	02/01/2019	Not Applicable
S600	MISCELLANEOUS ROOF DETAILS	Not Applicable	Revision 3A 05-11-2020

**MECHANICAL**

M001	MECHANICAL GENERAL NOTES & SYMBOLS	11-08-2018	Revision 3A 05-11-2020
M100	MECHANICAL SITE PLAN	11-08-2018	Not Applicable
DM110	BUILDING 01: FIRST FLOOR DEMOLITION MECHANICAL PLAN	11-08-2018	Revision 3A 05-11-2020
DM120	BUILDING 02 AND 09: FIRST FLOOR DEMOLITION MECHANICAL PLAN	11-08-2018	Revision 1B 05-17-2019
DM130	BUILDING 03, 04, AND 05: FIRST FLOOR DEMOLITION MECHANICAL PLAN	11-08-2018	Revision 1B 05-17-2019
DM310	BUILDING 01: MECHANICAL ROOF DEMOLITION PLAN	11-08-2018	Revision 3A 05-11-2020

DM320	BUILDING 02 AND 06: MECHANICAL ROOF DEMOLITION PLAN	11-08-2018	Not Applicable
DM330	BUILDING 03, 04, AND 05: MECHANICAL ROOF DEMOLITION PLAN	11-08-2018	Not Applicable
DM340	BUILDING 07 AND 08: MECHANICAL ROOF DEMOLITION PLAN	11-08-2018	Not Applicable
M110	BUILDING 01: FIRST FLOOR MECHANICAL PLAN	11-08-2018	Revision 3A 05-11-2020
M120	BUILDING 02 & 09: FIRST FLOOR MECHANICAL PLANS	11-08-2018	Revision 1A 04-02-2019
M130	BUILDING 03, 04, & 05: FIRST FLOOR MECHANICAL PLAN	11-08-2018	Revision 1A 04-02-2019
M210	MECHANICAL ROOM ENLARGEMENT AND SECTION	11-08-2018	Revision 3A 05-11-2020
M211	MECHANICAL ROOM ENLARGEMENT AND SECTION	11-08-2018	Revision 3A 05-11-2020
M212	MECHANICAL ROOM ENLARGEMENT AND SECTION	11-08-2018	Revision 1A 04-02-2019
M213	MECHANICAL ROOM ENLARGEMENT AND SECTION	11-08-2018	Revision 1A 04-02-2019
M310	BUILDING 01: MECHANICAL ROOF PLAN	11-08-2018	Revision 3A 05-11-2020
M320	BUILDING 02 AND 06: MECHANICAL ROOF PLAN	11-08-2018	Revision 1A 04-02-2019
M330	BUILDING 03, 04, & 05: MECHANICAL ROOF PLAN	11-08-2018	Revision 1A 04-02-2019
M340	BUILDING 07 & 08: MECHANICAL ROOF PLAN	11-08-2018	Revision 1A 04-02-2019
M400	MECHANICAL DETAILS	11-08-2018	Revision 1A 04-02-2019
M401	MECHANICAL DETAILS	11-08-2018	Revision 1A 04-02-2019
M402	MECHANICAL DETAILS	11-08-2018	Revision 1A 04-02-2019
M500	MECHANICAL SCHEDULES	11-08-2018	Revision 3A 05-11-2020
M501	MECHANICAL SCHEDULES	11-08-2018	Revision 3A 05-11-2020
M502	MECHANICAL SCHEDULES	11-08-2018	Not Applicable
M503	MECHANICAL SCHEDULES	11-08-2018	Revision 1A 04-02-2019
M600	MECHANICAL CONTROLS	11-08-2018	Revision 1A 04-02-2019
M601	MECHANICAL CONTROLS	11-08-2018	Revision 1A 04-02-2019
<b>ELECTRICAL</b>			
E001	ELECTRICAL GENERAL NOTES AND SYMBOLS	11-08-2018	Revision 1C 06-21-2019
E100	ELECTRICAL SITE PLAN	11-08-2018	Not Applicable
DE110	BLDG 01: FIRST FLOOR DEMOLITION ELECTRICAL PLAN	11-08-2018	Not Applicable

DE120	BLDG 02 & 09: FIRST FLOOR DEMOLITION ELECTRICAL PLANS	11-08-2018	Not Applicable
DE130	BLDG 03, 04, & 05: FIRST FLOOR DEMOLITION ELECTRICAL PLANS	11-08-2018	Not Applicable
DE310	BLDG 01: DEMOLITION ELECTRICAL ROOF PLAN	11-08-2018	Not Applicable
DE340	BLDG 07 & 08: DEMOLITION ELECTRICAL ROOF PLAN	11-08-2018	Not Applicable
DE410	BLDG 01: FIRST FLOOR DEMOLITION FIRE ALARM PLAN	11-08-2018	Revision 1C 06-21-2019
DE420	BLDG 02, 06, AND 78: FIRST FLOOR DEMOLITION FIRE ALARM PLAN	11-08-2018	Revision 1C 06-21-2019
DE430	BLDG 03, 04, AND 05: FIRST FLOOR DEMOLITION FIRE ALARM PLAN	11-08-2018	Revision 1C 06-21-2019
DE440	BLDG 07, 08, AND 99: FIRST FLOOR DEMOLITION FIRE ALARM PLAN	11-08-2018	Revision 1C 06-21-2019
E110	BLDG 01: FIRST FLOOR ELECTRICAL PLANS	11-08-2018	Revision 1A 04-02-2019
E120	BLDG 02 & 09: FIRST FLOOR ELECTRICAL PLANS	11-08-2018	Revision 1A 04-02-2019
E130	BLDG 03, 04, & 05: FIRST FLOOR ELECTRICAL PLANS	11-08-2018	Revision 1A 04-02-2019
E310	BLDG 01: OVERALL ELECTRICAL ROOF PLAN	11-08-2018	Revision 3A 05-11-2020
E320	BLDG 02: ELECTRICAL ROOF PLANS	11-08-2018	Not Applicable
E330	BLDG 03, 04, & 05: ELECTRICAL ROOF PLANS	11-08-2018	Not Applicable
E340	BLDG 07 & 08: ELECTRICAL ROOF PLANS	11-08-2018	Revision 1A 04-02-2019
E400	FIRE ALARM SITE PLAN	11-08-2018	Not Applicable
E410	BLDG 01: FIRST FLOOR FIRE ALARM PLANS	11-08-2018	Revision 1C 06-21-2019
E420	BLDG 02, 06, AND 78: FIRST FLOOR FIRE ALARM PLANS	11-08-2018	Revision 1C 06-21-2019
E430	BLDG 03, 04, AND 05: FIRST FLOOR FIRE ALARM PLANS	11-08-2018	Revision 1C 06-21-2019
E440	BLDG 07, 08, AND 99: FIRST FLOOR FIRE ALARM PLANS	11-08-2018	Revision 1C 06-21-2019
E500	FIRE ALARM RISER DIAGRAM	11-08-2018	Revision 1B 05-17-2019
E600	ELECTRICAL PANEL SCHEDULES	11-08-2018	Revision 3A 05-11-2020
E601	ELECTRICAL PANEL SCHEDULES	11-08-2018	Revision 1C 06-21-2019
<b>PLUMBING</b>			
P001	PLUMBING GENERAL NOTES AND SYMBOLS	11-08-2018	Revision 1B 05-17-2019
P100	OVERALL PLUMBING FIRST FLOOR SITE PLAN	11-08-2018	Not Applicable
DP310	BUILDING 01: DEMOLITION PLUMBING ROOF PLAN	11-08-2018	Revision 3A 05-11-2020



DP320	BUILDING 02, 03, 04, & 05: DEMOLITION PLUMBING ROOF PLANS	11-08-2018	Not Applicable
DP340	BUILDING 06 & 07: DEMOLITION PLUMBING ROOF PLANS	11-08-2018	Not Applicable
P110	BUILDING 01: PLUMBING FLOOR PLAN	11-08-2018	Revision 1A 04-02-2019
P120	BUILDING 02: PLUMBING FLOOR PLAN	11-08-2018	Revision 1B 05-17-2019
P130	BUILDING 03, 04 & 05: PLUMBING FLOOR PLANS	11-08-2018	Not applicable
P300	BUILDING 01: OVERALL PLUMBING ROOF SITE PLAN	11-08-2018	Not Applicable
P310	BUILDING 01: OVERALL PLUMBING ROOF PLAN	11-08-2018	Revision 3A 05-11-2020
P320	BUILDING 02, 03, 04 & 05: PLUMBING ROOF PLANS	11-08-2018	Revision 1A 04-02-2019
P340	BUILDING 06 & 07: PLUMBING ROOF PLANS	11-08-2018	Revision 1A 04-02-2019
<b>REFERENCE DRAWINGS</b>			
G001	COVER SHEET VOLUME 03 OF 03	02/01/2019	Revision 3A 05-11-2020
	ROOF SURVEY (2 SHEETS)	Not Applicable	Not Applicable
	REFERENCE AS-BUILT DRAWINGS (36 SHEETS)	Not Applicable	Not Applicable

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 and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors & Windows
- Division 9 - Finishes
- Division 10 - Specialties
- Division 12 - Furnishings
- 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:

Dollars \$ 5,288,026.00

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:

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

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

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

**4.04 Liquidated Damages for Substantial Completion:**

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

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

Each Milestone Five Hundred Dollars \$500.00 per day

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

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

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

**5.01 Substantial Completion:**

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

**5.02 Final Completion:**

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

5.03 **Liquidated Damages for Final Completion:**

5.03.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:  
\$ 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	2301 NW 26th Street

	Office of Facilities and Construction The School Board of Broward County, Florida	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:	BURKE CONSTRUCTION GROUP, INC.	10145 NW 19 <sup>TH</sup> STREET DORAL, FL 33172
Surety's Agent:	PHILADELPHIA INDEMNITY INSURANCE COMPANY	ONE BALA PLAZA, SUITE 100 BALA CYNWDY, PA 19004-0950
Project Consultant:	CARTY ARCHITECTURE	2655 S LE JEUNE RD. SUITE 607 CORAL GABLES, FL 33134

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, BURKE CONSTRUCTION GROUP, 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:

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

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

Approved as to form and legal content

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

**CONTRACTOR**

(Corporate Seal)

**BURKE CONSTRUCTION GROUP, INC.**

By [Signature]  
Anthony Burke, President

[Signature], Secretary  
Or -  
Witness [Signature]  
Witness [Signature]  
Witness [Signature]



**CONTRACTOR NOTARIZATION**

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8/17/20 (date) by ANTHONY BURKE (name of officer or agent, title of officer or agent) of BURKE CONSTRUCTION GROUP, INC. (name of corporation acknowledging) , a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]

Notary Public

[Notary Seal]

ARMANDO SILVEIRA  
Name typed, printed or stamped



My Commission Expires: 10/6/20

**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:** Philadelphia Indemnity Insurance Company

[Signature]  
Olga Iglesias  
[Signature]  
Gicelle Pajon

**By:** [Signature]  
**Its:** Charles J. Nielson, Atty.-In-Fact



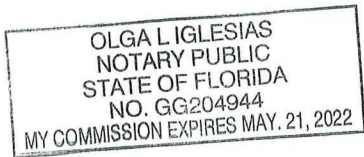
**Date:** August 19, 2020

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8/19/2020 (date) by Charles J. Nielson (name of officer or agent, title of officer or agent) of Atty.-In-Fact of Philadelphia Indemnity Insurance Company (name of corporation acknowledging) , a PA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (Personally Known) (type of identification) as identification.

[Signature]  
Notary Public

[Notary Seal]



Olga Iglesias  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**END OF DOCUMENT**

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Charles J. Nielson, David R. Hoover, Charles D. Nielson and Jarrett Merlucci of Nielson, Hoover & Company, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

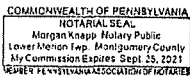
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of August, 20 20.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY