



**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 20 day of October 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

WEST CONSTRUCTION, 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.:	19-160C
Project No.:	P.001846
Location No.:	1741
Project Title:	SMART Program Renovations
Facility Name:	Boyd Anderson High School

Work of this Contract comprises general construction of:

- Safety and Security upgrades; Provision of exit signs to Building 1 (40 exit signs), building (26 exit signs) and Building 6 (6 exit signs)
- ADA Renovations: Building 1 - Restroom renovations to rooms 102H, 102J, 106 and 166; Building 2 - Restroom renovations to rooms 291 and 292
- Building Envelope improvements: reroofing for buildings 1, 2, 3, 6, 8, 9, 10, 11, 12 and 13 and Concrete Walkways at Buildings 1 & 2.
- Stem lab Renovations: Building 1- Provide Business Technology Center in rooms 232, 233, 234, 236, and 237; Aviation Lab in room 194; Building 2- Health and Wellness in rooms 2001 and 2002

Constructed pursuant to drawings, specifications and other design documents prepared by M C HARRY AND ASSOCIATES, 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:

Drawing Number	Drawing Title	Revision No.	Date
A0.00	COVER	REV 3	10-11-19
		ADD 1	06-03-20
A0.01	INDEX SHEET, ABBREVIATIONS AND SYMBOLS	REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
A0.02	CODE & GENERAL NOTES	REV 3	10-11-19
A0.02A	CODE & GENERAL NOTES	REV 3	10-11-19
A0.03	PRELIMINARY PHASING & STAGING PLAN	ADD 1	06-03-20
LS1.01	LIFE SAFETY PLAN - BLDG 1 - STEM BUSINESS LAB	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		REV 4	12-20-19
LS1.02	LIFE SAFETY PLAN - BLDG 1 - STEM AVIATION LAB	REV 2	06-12-19
LS1.03	LIFE SAFETY PLAN - BLDG 2 - STEM HEALTH LAB	REV 3	10-11-19
		ADD 1	06-03-20
A1.00	OVERALL SITE PLAN	REV 3	01-11-19
A1.01	OVERALL FLOOR PLAN - LEVEL 1	REV 1	02-22-19
		REV 3	10-11-19
		ADD 1	06-03-20
A1.02	OVERALL FLOOR PLAN - LEVEL 2	REV 1	02-22-19
		ADD 1	06-03-20
A3.10	ENLARGED FLOOR PLAN - HEALTH STEM LAB - 2001 & 2002	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19

Drawing Number	Drawing Title	Revision No.	Date
A3.11	STEM LAB - HEALTH - ROOM 194 - ELEVATIONS	ADD 1 REV 1 REV 3	06-03-20 02-22-19 10-11-19
A3.12	STEM LAB - HEALTH - RCP DEMO & NEW	ADD 1 REV 1	06-03-20 02-22-19
A3.20	STEM LAB - AVIATION - DEMO	ADD 1	06-03-20
A3.21	STEM LAB - AVIATION - NEW	REV 1 REV 3 ADD 1	02-22-19 10-11-19 06-03-20
A3.21A	STEM LAB - AVIATION - FLOOR FINISH PLAN	REV 1 REV 3 ADD 1	02-22-19 10-11-19 06-03-20
A3.22	STEM LAB - AVIATION - RCP DEMO & NEW	REV 1	02-22-19
A3.30	STEM LAB - BUSINESS TECH - DEMO	REV 3 ADD 1	10-11-19 06-03-20
A3.31	STEM LAB - BUSINESS TECH - NEW	REV 1 REV 3 ADD 1	02-22-29 10-11-19 06-03-20
A3.31A	STEM LAB - BUSINESS TECH - FLOOR FINISH PLAN	REV 3 ADD 1	10-11-19 06-03-20
A3.32	STEM LAB - BUSINESS TECH - ELEVATIONS	REV 3 ADD 1	10-11-19 06-03-20
A3.33	STEM LAB - BUSINESS TECH - RCP DEMOLITION	REV 1 ADD 1	02-22-19 06-03-20
A3.34	STEM LAB - BUSINESS TECH - RCP NEW	REV 1 REV 3 ADD 1	02-22-19 10-11-19 06-03-20
A5.00	RESTROOMS - GENERAL	REV 3 ADD 1	10-11-19 06-03-20
A5.10	RESTROOMS - BLDG 1 - ROOMS 102H & 102J	REV 3 ADD 1	10-11-19 06-03-20
A5.20	RESTROOMS - BLDG 1 - ROOM 106	REV 1 REV 3 ADD 1	02-22-19 10-11-19 06-03-20
A5.30	RESTROOMS - BLDG 1 - ROOM 166	REV 1 REV 3 ADD 1	02-22-19 10-11-19 06-03-20
A5.40	RESTROOMS - BLDG 2- EXISTING PHOTOS - ROOMS 291+292	REV 3	10-11-19
A5.50	RESTROOMS - BLDG 2 - ROOM 291	REV 3 ADD 1	10-11-19 06-03-20
A5.60	RESTROOMS - BLDG 2 - ROOM 292	REV 3 ADD 1	10-11-19 06-03-20
A5.70	RESTROOMS - FINISHES	REV 3 ADD 1	10-11-19 06-03-20
A6.00	CABINETRY DETAILS	REV 1 REV 3 ADD 1	02-22-19 10-11-19 06-03-20

Drawing Number	Drawing Title	Revision No.	Date
A6.01	CABINETRY DETAILS - STEM LABS - HEALTH & WELLNESS	REV 1	02-22-19
		REV 3	10-11-19
		ADD 1	06-03-20
A7.00	WALL TYPES	REV 1	02-22-19
		REV 3	10-11-19
		ADD1	06-03-20
A8.01	SIGNAGE SCHEDULE & DETAILS	REV 3	10-11-19
A8.02	DOOR & WINDOW SCHEDULE & DETAILS	REV 1	02-22-19
		REV 3	10-11-19
A9.00	OVERALL ROOFING SCOPE	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
A9.10	BLDG 1 - ROOF PLAN- DEMO	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
A9.11	BLDG 1 - ROOF PLAN -NEW	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		REV 4	12-20-19
		ADD 1	06-03-20
A9.11A	BLDG 1 - EXTERIOR ELEVATIONS	ADD 1	06-03-20
A9.11B	BLDG 2 - EXTERIOR ELEVATIONS	ADD 1	06-03-20
A9.12	ROOF PLAN - BLDG 1 - DRAINAGE CALCULATIONS	REV 1	02-22-19
		REV 3	10-11-19
		ADD 1	06-03-20
A9.13	ROOF PLAN - BLDG 1 - TAPERED INSULATION PLAN	REV 1	02-22-19
		ADD 1	06-03-20
A9.20	ROOF PLAN - BLDG 2 & 3 - A, B, C - DEMO	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
A9.21	ROOF PLAN - BLDG 2 & 3 - A, B, C - NEW	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		REV 4	12-20-19
		ADD 1	06-03-20
A9.22	ROOF PLAN - BLDG 2 - B, D, E, F, G - DEMO	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
A9.23	ROOF PLAN - BLDG 2 - B, D, E, F, G - NEW	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
A9.24	ROOF PLAN - BLDG 2 - TAPERED INSULATION PLAN	ADD 1	06-03-20

Drawing Number	Drawing Title	Revision No.	Date
A9.25	ROOF PLAN - BLDG 2 & 3 - DRAINAGE ROOF PLAN	REV 1	02-22-19
		REV 3	10-11-19
		ADD 1	06-03-20
		REV 1	02-22-19
A9.30	ROOF PLAN - BLDG 6 - DEMO	REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
		REV 1	02-22-19
A9.31	ROOF PLAN - BLDG 6 - NEW	REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
		REV 1	02-22-19
A9.32	ROOF PLAN - BLDG 6 - DRAINAGE PLAN	REV 2	06-12-19
		ADD 1	06-03-20
		REV 1	02-22-19
		REV 2	06-12-19
A9.40	ROOF PLAN - BLDGS 8,9,10,11 - DEMO & NEW	ADD 1	06-03-20
		REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
A9.50	ROOF PLAN - BLDGS 12 & 13 - DEMO & NEW	ADD 1	06-03-20
		REV 2	06-12-19
		REV 3	10-11-19
		REV 1	02-22-19
A9.60	ROOF DETAILS - EXISTING METAL DECKS	ADD 1	06-03-20
		REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
A9.61	ROOF DETAILS - EXISTING METAL DECK (LWC REMAINING)	ADD 1	06-03-20
		REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
A9.62	ROOF DETAILS- EXISTING TECTUM DECK	ADD 1	06-03-20
		REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
A9.63	ROOF DETAILS - EXISTING CONCRETE DECKS	ADD1	06-03-20
		REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
A9.64	ROOF DETAILS	ADD1	06-03-20
		REV 1	02-22-19
		REV 2	06-12-19
A9.65	ROOF DETAILS	REV 3	10-11-19
		ADD 1	06-03-20
		REV 1	02-22-19
A9.66	MISCELLEANEOUS ROOF DETAILS	ADD 1	06-03-20
S.S1.01	STRUCTURAL DETAILS, WIND PRESSURES		
M.001	MECHANICAL SYMBOLS, LEGEND & GENERAL NOTES	REV 1	02-22-19
		REV 2	06-12-19

Drawing Number	Drawing Title	Revision No.	Date
M.002	MECHANICAL SYMBOLS, LEGEND & GENERAL NOTES		
M.221	MECHANICAL ROOF PLAN, BLDG 1		
M.222	MECHANICAL ROOF PLAN BLDGS 2A & 3	REV 3	10-11-19
M.223	MECHANICAL ROOM PLAN BLDG 2B		
M.224	MECHANICAL ROOF PLAN BLDGS 5,6,8,9,10,11,12 & 13		
P.001	PLUMBING SYMBOLS & LEGEND & GENERAL NOTES	REV 1 REV 3	02-22-19 10-11-19
PD.201	PLUMBING DEMO – DOMESTIC WATER FIRST FLOOR PLAN	REV 3	10-11-19
PD.202	PLUMBING DEMO SANITARY FIRST FLOOR PLAN	REV 1 REV 3	02-22-19 10-11-19
PD.203	PLUMBING DEMO DOMESTIC WATER SECOND FLOOR PLAN		
P.201	PLUMBING DOMESTIC WATER FIRST FLOOR PLAN	REV 3 ADD 1	10-11-19 06-03-20
P.202	PLUMBING SANITARY FIRST FLOOR PLAN	REV 1 REV 3 ADD 1	02-22-19 10-11-19 06-03-20
P.221	PLUMBING ROOF PLAN - BLDG 1	REV 1	02-22-19
P.222	PLUMBING ROOF PLAN - BLDG 2A & 3	REV 1	02-22-19
P.223	PLUMBING ROOF PLAN - BLDG 2B	REV 1	02-22-19
P.224	PLUMBING ROOF PLAN - BLDGS 5,6,8,9,10,11,12 & 13	REV 1	02-22-19
P.501	PLUMBING RISER DIAGRAMS	REV 1 REV 3 ADD 1	02-22-19 10-11-19 06-03-20
P.801	PLUMBING DETAILS	REV 1 REV 2	02-22-19 06-12-19
E.001	ELECTRICAL SYMBOLS, LEGEND & GENERAL NOTES	REV 1 REV 2 REV 3	02-22-19 06-12-19 10-11-19
E.100	ELECTRICAL SITE ROOF PLAN		
E.101	ELECTRICAL SITE PLAN – LEVEL A		
E.102	ELECTRICAL SITE PLAN – LEVEL B		
ED-221	ELECTRICAL DEMO ROOF PLAN - BLDG 1	REV 1 REV 2	02-22-19 06-12-19
ED-222	ELECTRICAL DEMO ROOF PLAN - BLDGS 2A& 3	REV 1 REV 2	02-22-19 06-12-19
ED-223	ELECTRICAL DEMO ROOF PLAN - BLDG 2B	REV 1 REV 2	02-22-19 06-12-19
ED-224	ELECTRICAL DEMO ROOF PLAN - BLDGS 5 & 9	REV 1 REV 2	02-22-19 06-12-19
ED-225	ELECTRICAL DEMO ROOF PLAN - BLDG 6	REV 1 REV 2	02-22-19 06-12-19

Drawing Number	Drawing Title	Revision No.	Date
ED-401	ELECTRICAL ENLARGED FLOOR PLANS - DEMOLITION	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
E-221	ELECTRICAL NEW WORK ROOF PLAN - BLDG 1	REV 1	02-22-19
		REV 2	06-12-19
E-222	ELECTRICAL NEW WORK ROOF PLAN - BLDGS 2A & 3	REV 1	02-22-19
		REV 2	06-12-19
E-223	ELECTRICAL NEW WORK ROOF PLAN - BLDG 2B	REV 1	02-22-19
		REV 2	06-12-19
E-224	ELECTRICAL NEW WORK ROOF PLAN - BLDGS 5 & 9	REV 1	02-22-19
		REV 2	06-12-19
E-225	ELECTRICAL NEW WORK ROOF PLAN - BLDG 6	REV 1	02-22-19
		REV 2	06-12-19
E.401	ELECTRICAL ENLARGED FLOOR PLANS	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
E.402	ELECTRICAL ENLARGED FLOOR PLANS	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
E.403	ELECTRICAL ENLARGED FLOOR PLANS	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
E.404	ELECTRICAL ENLARGED FLOOR PLANS	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
E.405E	BUSINESS TECH - PHOTOMETRIC PLAN - EMERGENCY	REV 1	02-22-19
E-405N	BUSINESS TECH - PHOTOMETRIC PLAN - NORMAL	ADD 1	06-03-20
E.406	BATHROOM - PHOTOMETRIC PLAN	ADD 1	06-03-20
E.407	AVIATION CLASSROOM - PHOTOMETRIC PLAN	ADD 1	06-03-20
E.408	HEALTH & WELLNESS - PHOTOMETRIC PLAN	ADD 1	06-03-20
E-501	NOT USED- ELECTRICAL FIRE ALARM RISER		
E.601	ELECTRICAL DETAILS		
E.602	ELECTRICAL DETAILS		
E.701	ELECTRICAL SCHEDULES	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20
E.702	ELECTRICAL SCHEDULES	REV 1	02-22-19
		REV 2	06-12-19
		REV 3	10-11-19
		ADD 1	06-03-20

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 and Windows
- Division 9 - Finishes
- Division 10 - Special Construction
- Division 13 - Special Construction
- Division 15 - Mechanical
- Division 16 - Electrical
- Division 17 - Structured Cabling System

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 \$ 7,683,274.87

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:

600 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:

Phase	Commencement Date:	Required Substantial Completion Date
N/A		

4.04 Liquidated Damages for Substantial Completion:

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

Each Milestone	Five Hundred Dollars \$500.00 per day
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- 4.04.03 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts

attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 **Final Completion:**

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

Party:		Address:
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Agustin Vargas
	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:	West Construction, Inc.	820 North 4 th Street Lantana, FL 33462
Surety's Agent:	Berkley Surety Group	412 Mount Kemble Ave. Suite 310N Morristown NJ 07960
Project Consultant:	M C HARRY AND ASSOCIATES, INC.	2780 SW Douglas Rd Suite 302 Miami Fl 33133

- 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. 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, West Construction, 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



(Corporate Seal)

[Handwritten signature of Matthew F. West]

Matthew F. West

, Secretary

Or -

Witness

Witness

CONTRACTOR

WEST CONSTRUCTION, INC.

[Handwritten signature of Martha A. Morgan]

By _____

Martha A. Morgan, President

CONTRACTOR NOTARIZATION

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 02/OCT/2020 (date) by MARTHA A. MORGAN (name of officer or agent, title of officer or agent) of WEST CONSTRUCTION, 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.

[Notary Seal]

[Handwritten signature of Notary Public]

Notary Public



[Handwritten name of Aurora Vega]

Name typed, printed or stamped

My Commission Expires: 01/07/2022

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



Willy Rufford
Tom Chen

By: *Warren M. Alter*

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

Date: October 5, 2020

Florida
STATE OF _____
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10/5/20 (date) by Warren M. Alter (name of officer or agent, title of officer or agent) of Berkley Insurance Company (name of corporation acknowledging) , a Delaware (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.

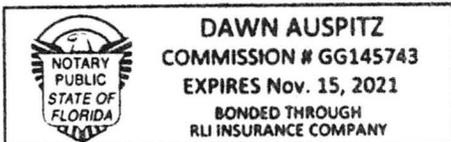
[Notary Seal]

Dawn Auspitz
Notary Public

Dawn Auspitz

Name typed, printed or stamped

My Commission Expires: 11/15/2021



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: Warren M. Alter; David T. Satine; Dawn Auspitz; or Jonathan Bursevich of Alter Surety Group, 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 Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), 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 3rd day of April, 2020.



Attest:
By: [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By: [Signature]
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of April, 2020, 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

[Signature]
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. 5th day of October, 2020 under my hand and seal of the Company, this



[Signature]
Vincent P. Forte