



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 3rd day of March, 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

LEE 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.:	18-180C
Project No.:	P.001729
Location No.:	0551
Project Title:	SMART Program Renovations
Facility Name:	Plantation Middle School

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

SITE:

- ALUMINUM COVERED WALKWAYS REPAIRS
- REQUIRED CIVIL RELATED WORK FOR NEW FIRE SPRINKLERS IN BLDGS. 1, 2 & 3.

BUILDING # 1:

- RE-ROOFING
- MEDIA CENTER RENOVATION
- RESTROOM RENOVATIONS - ROOMS 101 & 104
- MEPF REPAIRS / REPLACEMENT (REFER TO MEPF PLANS FOR DETAILS) TO INCLUDE:
 - FIRE SPRINKLERS
 - MECHANICAL - HVAC REPAIRS, TEST & BALANCE
 - ELECTRICAL - PANEL BOARDS, TRANSFORMERS, LIGHTING

BUILDING # 2

- RE-ROOFING
- MEPF REPAIRS / REPLACEMENT (REFER TO MEPF PLANS FOR DETAILS) TO INCLUDE:

- FIRE SPRINKLERS
- ELECTRICAL - PANEL BOARDS, TRANSFORMERS, LIGHTING

BUILDING # 3

- RE-ROOFING
- MEPF REPAIRS / REPLACEMENT (REFER TO MEPF PLANS FOR DETAILS) TO INCLUDE:
- ELECTRICAL - PANEL BOARDS, TRANSFORMERS

BUILDING # 4

- RE-ROOFING

BUILDING # 5

- MECHANICAL - TEST & BALANCE

Constructed pursuant to drawings, specifications and other design documents prepared by SOL-ARCH, 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.	Revision Date
	COVER SHEET	1	04/25/18
A001	DRAWING INDEX / NOTES / ABBREVIATIONS & SYMBOLS	3	11/15/18
A001a	GENERAL NOTES		01/26/18
A100	OVERALL SITE PLAN	1	04/25/18
A101	OVERALL GROUND & SECOND FLOOR PLANS		01/26/18
A102	OVERALL ROOF PLAN - DEMOLITION		01/26/18
A102a	ENLARGED DEMO ROOF PLAN – BLDG. # 1 PARTIAL	2	08/15/18
A102b	ENLARGED DEMO ROOF PLAN – BLDGS. # 1 PARTIAL & #2		01/26/18
A102c	ENLARGED DEMO ROOF PLAN – BLDGS. # 1 PARTIAL, # 3 & 4		01/26/18
A103	OVERALL ROOF PLAN – PROPOSED	3	11/15/18
A103a	ENLARGED ROOF PLAN – BLDG. # 1a	3	11/15/18
A103b	ENLARGED ROOF PLAN – BLDGS. # 1b & 1f	3	11/15/18
A103c	ENLARGED ROOF PLAN – BLDGS. # 1c, 1d & 1e	3	11/15/18
A103d	ENLARGED ROOF PLAN – BLDGS. # 2, 3, & 4	3	11/15/18
A103e	OVERALL ROOF PLAN – WIND LOAD ZONES	1	04/25/18
A200	ENLARGED MEDIA CENTER PLAN		01/26/18
A201	ENLARGED MEDIA CENTER REFLECTED CEILING PLAN		01/26/18
A201a	ENLARGED MEDIA CENTER ALTERNATE FFE/LAYOUT PLAN	1	04/25/18
A202	ENLARGED RESTROOMS 101 & 104 – LAYOUT		01/26/18
A203	ENLARGED RESTROOMS 101 & 104 – FLOOR PLAN & ELEVATIONS		01/26/18
A400	TYPICAL ADA RESTROOM & DETAILS		01/26/18
A400a	TYPICAL ADA DETAILS	2	08/15/18
A500	ROOF PHOTOS	3	11/15/18
A500a	ROOF PHOTOS	3	11/15/18
A600	ROOF DETAILS	3	11/15/18
A601	ROOF DETAILS	3	11/15/18
A602	ROOF DETAILS	3	11/15/18
A603	COVERED WALKWAY DETAILS		01/26/18
A700	RESTROOM FIXTURES & FINISHES SCHEDULE		01/26/18
A800	DETAILS		01/26/18
A900	FIRE PENETRATION DETAILS		01/26/18
A901	FIRE PENETRATION DETAILS		01/26/18
C0.0	REFERENCE UTILITY PLAN	2	03/01/19
C1.0	DRAWING INDEX / NOTES / ABBREVIATIONS & SYMBOLS	1	04/25/18
C1.1	PROPOSED 8" DIA. DIP FIRELINE PROFILE	2	03/01/19
C1.2	UTILITY NOTES	2	03/01/19
C2.0	UTILITY NOTES	1	04/25/18
C3.0	EROSION & SEDIMENTATION CONTROL PLAN DETAILS	1	04/25/18
C4.0	EROSION & SEDIMENTATION CONTROL PLAN DETAILS	1	04/25/18
C5.0	CITY OF PLANTATION DETAILS	1	04/25/18
C6.0	CITY OF PLANTATION DETAILS	2	03/01/19
S-1	EXISTING ROOF FRAMING PLAN	3	11/15/18
S-2	PARTIAL ROOF FRAMING PLAN	3	11/15/18
S-3	PARTIAL ROOF FRAMING PLAN	3	11/15/18
S-4	PARTIAL ROOF FRAMING PLAN	3	11/15/18
S-5	PARTIAL ROOF FRAMING PLAN	3	11/15/18

S-6	EXISTING ROOF CORE CONDITIONS	1	04/25/18
S-7	EXISTING ROOF CORE CONDITIONS	3	11/15/18
S-8	SOFFIT DETAILS	1	04/25/18
S-9	STRUCTURAL NOTES	1	04/25/18
S-10	DETAILS	3	11/15/18
M100	MECHANICAL – OVERALL GROUND FLOOR PLANS		1/26/18
M200	MECHANICAL – ENLARGED FLOOR PLANS	1	4/25/18
M200a	MECHANICAL – ENLARGED FLOOR PLANS		1/26/18
M201	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M202	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M203	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M204	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M205	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M206	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M207	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M208	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M209	MECHANICAL – PARTIAL BUILDING 1 PLAN		1/26/18
M210	MECHANICAL – PARTIAL BUILDING 1 PLAN	1	4/25/18
M211	MECHANICAL – PARTIAL BUILDING 5 PLAN		1/26/18
M212	MECHANICAL – PARTIAL BUILDING 5 PLAN		1/26/18
M301	MECHANICAL – ENLARGED ROOF PLAN BUILDING 1	1	4/25/18
M302	MECHANICAL – ENLARGED ROOF PLAN BUILDING 1	1	4/25/18
M303	MECHANICAL – ENLARGED ROOF PLAN BUILDING 1		1/26/18
M304	MECHANICAL – ENLARGED ROOF PLAN BUILDING 2, 3		1/26/18
M400	MECHANICAL – NOTES, LEGEND, SCHEDULES, DETAILS		1/26/18
M401	MECHANICAL – NOTES, LEGEND, SCHEDULES, DETAILS		1/26/18
M500	MECHANICAL – NOTES, LEGEND, SCHEDULES, DETAILS	1	4/25/18
E0.00	SYMBOLS LEGEND AND ELECTRICAL NOTES	1	4/25/18
E0.01	MISCELLANEOUS DETAILS	1	4/25/18
E0.02	MISCELLANEOUS DETAILS	1	4/25/18
E0.03	MISCELLANEOUS DETAILS		1/26/18
E1.00	ELECTRICAL SITE PLAN		1/26/18
E1.01a	ELECTRICAL PLAN BUILDING 1 SECTOR ‘A’	1	4/25/18
E1.01b	ELECTRICAL PLAN BUILDING 1 SECTOR ‘B’		1/26/18
E1.01c	ELECTRICAL PLAN BUILDING 1 SECTOR ‘C’	1	4/25/18
E1.01d	ELECTRICAL PLAN BUILDING 1 SECTOR ‘D’	1	4/25/18
E1.01e	ELECTRICAL PLAN BUILDING 1 SECTOR ‘E’	1	4/25/18
E1.01f	ELECTRICAL PLAN BUILDING 1 SECTOR ‘F’	1	4/25/18
E1.01g	ELECTRICAL PLAN BUILDING 1 SECTOR ‘G’		1/26/18
E1.01h	ELECTRICAL PLAN BUILDING 1 MEZZANINE		1/26/18
E1.01i	ELECTRICAL PLAN BUILDINGS 2, 3 & 4	1	4/25/18
E1.02a	ELECTRICAL ROOF BUILDING 1 SECTOR A		1/26/18
E1.02b	ELECTRICAL ROOF BUILDING 1 SECTOR B	1	4/25/18
E1.02c	ROOF BUILDING 1 SECTOR C, BLDG 2, BLDG 3, BLDG 4	1	4/25/18
E2.01	PANEL SCHEDULES	1	4/25/18
E2.02	PANEL SCHEDULES	1	4/25/18
E2.03	PANEL SCHEDULES	1	4/25/18
E2.04	PANEL SCHEDULES	1	4/25/18
E2.05	PANEL SCHEDULES	1	4/25/18
E2.06	PANEL SCHEDULES	1	4/25/18
E3.01	ELECTRICAL RISER DIAGRAM	1	4/25/18
E3.02	ELECTRICAL RISER DIAGRAM	1	4/25/18

E4.01	MEDIA PARTIAL DEMOLITION, LIGHTING AND & PHOTOMETRICS	2	7/26/18
E4.02	MEDIA AREA PARTIAL POWER AND SPECIAL SYSTEM PLANS		1/26/18
E4.02A	MEDIA CENTER POWER PLAN		1/26/18
E4.03	RESTROOM ENLARGED DEMOLITION AND LIGHTING PLANS		1/26/18
E4.04	RESTROOM ENLARGED POWER AND SPECIAL SYSTEM PLANS	1	4/25/18
P100	PLUMBING – OVERALL GROUND FLOOR PLAN		1/26/18
P200	PLUMBING – ENLARGED FLOOR PLANS & ISOMETRICS 1/26/18		
P301	PLUMBING – ENLARGED ROOF PLAN	1	4/25/18
P302	PLUMBING – ENLARGED ROOF PLAN	1	4/25/18
P303	PLUMBING – ENLARGED ROOF PLAN	1	4/25/18
P304	PLUMBING – ENLARGED ROOF PLAN	1	4/25/18
P400	PLUMBING – NOTES, LEGEND, SCHEDULES, DETAILS	1	4/25/18
FP100	FIRE PROTECTION – OVERALL GROUND FLOOR PLANS		1/26/18
FP101	FIRE PROTECTION – OVERALL SITE PLAN	1	4/25/18
FP201	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP202	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP203	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP204	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP205	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP206	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP207	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN	1	4/25/18
FP208	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP209	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP210	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP211	FIRE PROTECTION – PARTIAL GROUND FLOOR PLAN		1/26/18
FP300	NOTES, LEGEND, SCHEDULES, DETAILS	1	4/25/18

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 4 - Masonry
- Division 5 - Metals
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors and Windows
- Division 9 - Finishes
- Division 10 - Specialties
- Division 13 - Special Construction
- Division 15 - Mechanical
- Division 16 - Electrical
- Division 17 - Communications

ARTICLE 3. CONTRACT SUM

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the lump-sum amount of:

Five Million Two Hundred and Thirty-Four Thousand Eight Hundred and Nineteen Dollars and Ninety-Five Cents

\$ 5,234,819.95

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:

393 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, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

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

\$ 500

Five Hundred Dollars

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

5.03.02 In the event the Project involves more than one Milestone Date; the final completion date and liquidated damages amount for each Milestone Date shall be as follows:

Each Milestone	Five Hundred Dollars	\$500.00 per
day		

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: Joseph Williams
	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:	Lee Construction Group, Inc	Luis E. Enriquez 9485 NW 12 th Street Doral, Fl 33172
Surety's Agent:	Hartford Casualty Insurance Company	1 Hartford Plaza Hartford, Connecticut 06155
Project Consultant:	SOL-ARCH, INC.	9485 SW 72nd Street Suite A292 Miami FL 33173

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, **LEE 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel



(Corporate Seal)

CONTRACTOR

LEE CONSTRUCTION GROUP, INC.

ATTEST:

By _____
Luis E. Enriquez, President

, Secretary

-or-

Leyda Silver
Witness

[Signature]
Witness

STATE OF Florida)
)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 13th day of February, 2020, by _____ **Luis E. Enriquez of Lee Construction Group, Inc.** on behalf of the corporation or agency.

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

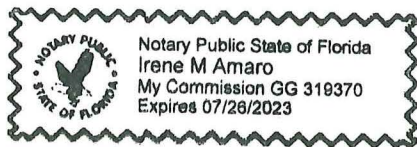
My commission expires:

Irene M. Amaro
Signature, Notary Public

Irene M. Amaro
Printed Name of Notary

66319370
Notary's Commission No.

(SEAL)




SURETY ACKNOWLEDGMENT

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



SURETY: Hartford Casualty Insurance Company

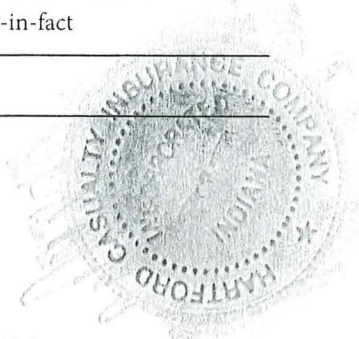
By: 

Its: Charles D. Nielson, Attorney-in-fact

Date: February 13, 2020

STATE OF Florida

COUNTY OF Miami-Dade



The foregoing instrument was acknowledged before me this 13th day of February,
2020 by Charles D. Nielson of
Hartford Casualty Insurance 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.

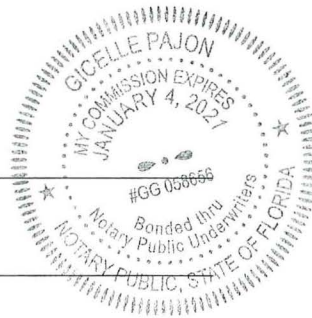
My commission expires: January 4, 2021

(SEAL) 

Signature - Notary Public
Gicelle Pajon

Printed Name of Notary
GG 058656

Notary's Commission No.



END OF DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC
 Agency Code: 21-229752

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 13, 2020
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President