



**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 14<sup>th</sup> day of April, 2020 by and between

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

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

**LUNACON ENGINEERING GROUP, CORP. D/B/A**  
**LUNACON CONSTRUCTION GROUP, CORP.**

(Hereinafter referred to as "**Contractor**").

**WHEREAS**, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Bid No.:	18-168C
Project No.:	P.001757
Location No.:	2641
Project Title:	SMART Program Renovations
Facility Name:	Central Park Elementary School

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

Work of this Contract comprises general construction associated to the General Obligation Bond (GOB) project scope of work,

1. Consisting mostly of the demolition of the existing aluminum walkways
2. The construction of new aluminum covered walkways,
3. Building envelope improvements
  - i. painting,
  - ii. new windows,
  - iii. re-roofing,
  - iv. doors
4. New exterior wall infill at art room,
5. Fire sprinkler installation at Building 2 and related civil /site work,
6. HVAC improvements and all other improvements indicated on the contract documents

Constructed pursuant to drawings, specifications and other design documents prepared by **CSA Central, Inc.** (Hereinafter referred to as **Project Consultant**).

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

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

**ARTICLE 1. ENTIRE AGREEMENT**

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

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

- 2.01 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:
- 2.02 The Drawings:

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Date</b>
<b>COVER</b>			
<b>CIVIL</b>			
1	CS100	GENERAL NOTES AND SPECIFICATIONS	REV 2 3/21/2019
2	CD101	DEMOLITION PLAN	REV 3 07/24/2019
3	CS101	SITE FIRE PROTECTION PLAN	REV 3 07/24/2019
4	CS102	FIRE PROTECTION FDC SIGNAGE & STRIPING PLAN	REV 3 07/24/2019
5	CS103	STORMWATER POLLUTION PREVENTION PLAN	REV 3 07/24/2019
6	CS501	FIRE PROTECTION DETAILS (1 OF 2)	REV 3 05/30/2019
7	CS502	FIRE PROTECTION DETAILS (2 OF 2)	REV 3 05/30/2019
8	CS503	STORMWATER POLLUTION PREVENTION DETAILS	REV 1 10/15/2018

**STRUCTURAL**

1	S001	GENERAL STRUCTURAL NOTES & TYPICAL DETAILS	
2	S002	WALL AND ROOF WIND DIAGRAMS LAYOUT	
3	S101	BUILDING 2 ENLARGEMENTS & DETAILS	REV 2 03/21/2019
4	S301	STRUCTURAL DETAILS	REV 1 10/15/2018

**ARCHITECTURAL**

1	A000.1	GENERAL NOTES	REV 1 10/15/2018
2	SP100	SITE PLAN	REV 2 03/21/2019
3	SP101	PARTIAL SITE PLAN - NEW METAL COVERED WALKWAYS, REPAIRS & RENOVATIONS.	REV 1 10/15/2018
4	0002	LIMITED LIFE SAFETY PLAN - EXISTING BUILDING No.2	
5	A101	EXISTING BLDG No.1, 2, 3 MECHANICAL ROOMS FLOOR PLAN	
6	A102	EXISTING BLDG No.2 - OVERALL REFERENCE FLOOR PLAN	
7	A102-1	EXISTING BLDG No.2 - ART ROOM RM 201 & MUSIC ROOM RM 202 DEMOLITION FLOOR PLAN	
8	A102-2	EXISTING BLDG No.2 - ART ROOM RM 201 & MUSIC ROOM RM 202 NEW CONSTRUCTION FLOOR PLAN	
9	A102-3	EXISTING BLDG No.2 - ART ROOM RM 201 & MUSIC ROOM RM 202 NEW CONSTRUCTION FLOOR PATTERN PLAN	
10	A103	EXISTING BLDG No.2 - ART ROOM RM 201 & MUSIC ROOM RM 202 REFLECTED CEILING PLAN DEMOLITION & NEW CONSTRUCTION.	
11	A104	EXISTING PORTABLE BUILDINGS No. P-99-054P, P-99-066C, P-99-178C, P-99-185C, P-99-307C & P-99-409P FLOOR PLANS.	
12	A105	EXISTING PORTABLE BUILDINGS No. P-99-054P, P-99-066C, P-99-178C, P-99-185C, ROOF PLANS.	REV 1 10/15/2018
13	A106	EXISTING BUILDING No.1 ROOF PLAN - DEMOLITION	REV 2 03/21/2019
14	A107	EXISTING BUILDING No.1 ROOF PLAN - NEW CONSTRUCTION	REV 2 03/21/2019
15	A108	EXISTING BUILDING No.2 ROOF PLAN - DEMOLITION	REV 2 03/21/2019
16	A109	EXISTING BUILDING No.2 ROOF PLAN - NEW CONSTRUCTION	REV 2 03/21/2019
17	A110	EXIST. BUILDING No.3 ROOF PLAN - DEMOLITION & NEW CONSTRUCTION	
18	A111	EXISTING BUILDING No.4 ROOF PLAN - DEMOLITION	REV 2 03/21/2019
19	A112	EXISTING BUILDING No.4 ROOF PLAN - NEW CONSTRUCTION	REV 2 03/21/2019
20	A113	EXISTING BUILDING No.5 ROOF PLAN - DEMOLITION	REV 2 03/21/2019
21	A114	EXISTING BUILDING No.5 ROOF PLAN - NEW CONSTRUCTION	REV 2 03/21/2019
22	A115	EXISTING BUILDING No.6 & No.10 ROOF PLAN - DEMOLITION	REV 2 03/21/2019
23	A116	EXISTING BUILDING No.6 & No.10 ROOF PLAN - NEW CONSTRUCTION	REV 2 03/21/2019
24	A117	EXIST. BLDG No.8 & 9 ROOF PLAN - DEMOLITION & NEW CONSTRUCTION	REV 03 21/2019
24A	A117.A	EXISTING ROOFING COMPONENTS FOR BLDGS 1,2,3,4,5,6,8,9	REV 1 10/15/2018
25	A118	EXISTING BUILDING No.1 - REFLECTED CEILING PLAN	
26	A119	EXISTING BUILDING No.2 - REFLECTED CEILING PLAN	
27	A120	EXISTING BUILDING No.3, 8 & 9 - REFLECTED CEILING PLAN	
28	A121	EXISTING BUILDING No.4 - REFLECTED CEILING PLAN	
29	A122	EXISTING BUILDING No.5 - REFLECTED CEILING PLAN	
30	A123	EXISTING BUILDING No.6 - REFLECTED CEILING PLAN	
31	A124	EXISTING BUILDING No.7 - FIRST FLOOR REFLECTED CEILING PLAN	
32	A125	EXISTING BUILDING No.7 - SECOND FLOOR REFLECTED CEILING PLAN	
33	A301	SECTIONS	REV 2 03/21/2019
34	A302	SECTIONS	REV 2 03/21/2019
35	A401	INTERIOR ELEVATIONS & MILLWORK DETAILS	
36	A501	ROOF DETAILS	REV 2 03/21/2019
37	A502	ROOF DETAILS	REV 2 03/21/2019
38	A503	DETAILS	REV 2 03/21/2019
39	A601	DOOR SCHEDULES, DOOR & WINDOW DETAILS	
40	A602	WOOD FRAMED PORTABLE CONSTRUCTION DETAILS REFERENCE PLANS	

**FIRE PROTECTION**

1	FP001	FIRE PROTECTION SYMBOLS, ABBREVIATIONS AND NOTES	REV 1 10/15/2018
2	FP102D	FIRE PROTECTION DEMOLITION FLOOR PLAN	
3	FP102	BUILDING No.2 FIRE PROTECTION FLOOR PLAN	
4	FP501	FIRE PROTECTION DETAILS SHEET No.1	
5	FP502	FIRE PROTECTION DETAILS SHEET No.2	
6	FP601	FIRE PROTECTION SCHEDULES	

**PLUMBING**

1	PL00	GENERAL NOTES, SYMBOLS & ABBREVIATIONS	
2	PL101D	EXISTING BLDG No.2 - ART LAB - RM 201 & MUSIC LAB 202 -	
3	PL101	EXISTING BLDG No.2 - ART LAB - RM 201 & MUSIC LAB 202 - PLUMBING CONSTRUCTION FLOOR PLAN	
4	PL601	PLUMBING SCHEDULES, DETAILS AND ISOMETRICS	

**MECHANICAL**

1	M001	MECHANICAL SYMBOLS LEGEND	
2	M002	MECHANICAL GENERAL NOTES	
3	M100	SITE PLAN	
4	MD201	MECHANICAL DEMO FLOOR PLAN - BUILDING No.1	
5	MD202	MECHANICAL DEMO FLOOR PLAN - BUILDING No.2	
6	MD203	MECHANICAL DEMO FLOOR PLAN - BUILDING No.3	
7	MD204	MECHANICAL DEMO FLOOR PLAN - BUILDING No.4	
8	MD205	MECHANICAL DEMO FLOOR PLAN - BUILDING No.5	
9	MD206	MECHANICAL DEMO FLOOR PLAN - BUILDING No.6	
10	MD207	MECHANICAL DEMO PIPING - BUILDING No.1	
11	MD208	MECHANICAL DEMO PIPING - BUILDING No.2	
12	MD209	MECHANICAL DEMO PIPING - BUILDING No.3	
13	MD210	MECHANICAL DEMO PIPING - BUILDING No.4	
14	MD211	MECHANICAL DEMO PIPING - BUILDING No.5	
15	MD212	MECHANICAL DEMO PIPING - BUILDING No.6	
16	MD301	MECHANICAL DEMO ENLARGED PLANS	
17	MD302	MECHANICAL DEMO ENLARGED PLANS	
18	MD303	MECHANICAL DEMO ENLARGED PLANS	
19	MD304	MECHANICAL DEMO ENLARGED PLANS	
20	M201	MECHANICAL RENO FLOOR PLAN - BUILDING No.1	REV 1 09/20/2018
21	M202	MECHANICAL RENO FLOOR PLAN - BUILDING No.2	REV 1 09/20/2018
22	M203	MECHANICAL RENO FLOOR PLAN - BUILDING No.3	REV 1 09/20/2018
23	M204	MECHANICAL RENO FLOOR PLAN - BUILDING No.4	REV 1 09/20/2018
24	M205	MECHANICAL RENO FLOOR PLAN - BUILDING No.5	REV 1 09/20/2018
25	M206	MECHANICAL RENO FLOOR PLAN - BUILDING No.6	REV 1 09/20/2018
26	M207	T&B FIRST FLOOR PLAN - BUILDING 7	
27	M208	T&B SECOND FLOOR PLAN - BUILDING 7	
28	M209	MECHANICAL RENO PIPING - BUILDING No.1	
29	M210	MECHANICAL RENO PIPING - BUILDING No.2	
30	M211	MECHANICAL RENO PIPING - BUILDING No.3	
31	M212	MECHANICAL RENO PIPING - BUILDING No.4	
32	M213	MECHANICAL RENO PIPING - BUILDING No.5	
33	M214	MECHANICAL RENO PIPING - BUILDING No.6	
34	M220	MECHANICAL ROOF PLAN	REV 2 03/26/2019
35	M301	MECHANICAL RENO ENLARGED PLANS	REV 1 09/20/2018
36	M302	MECHANICAL RENO ENLARGED PLANS	REV 1 09/20/2018
37	M303	MECHANICAL RENO ENLARGED PLANS	REV 1 09/20/2018
38	M304	MECHANICAL RENO ENLARGED PLANS	REV 1 09/20/2018
39	M305	MECHANICAL RENO ENLARGED PLANS	REV 1 09/20/2018
40	M401	MECHANICAL CONTROLS	REV 1 09/20/2018
41	M402	MECHANICAL CONTROLS	REV 1 09/20/2018

42	M403	MECHANICAL CONTROLS	
43	M601	MECHANICAL DETAILS	
44	M602	MECHANICAL DETAILS	
45	M603	MECHANICAL DETAILS	REV 1 09/20/2018
46	M701	MECHANICAL SCHEDULES	
47	M702	MECHANICAL SCHEDULES	REV 2 09/20/2018

**ELECTRICAL**

1	E001	GENERAL NOTES & ABBREVIATIONS	REV 1 10/15/2018
2	E100	EXTERIOR LUMINARIES	REV 1 10/15/2018
3	E101	BUILDING No.2 - MUSIC LAB ROOM - RM 202 AND ART LAB ROOM - RM 201 REFLECTED CELING PLAN-DEMOLITION	REV 2 3/21/19
4	E102	BUILDING No.2 - MUSIC LAB ROOM - RM 202 AND ART LAB ROOM - RM 201 REFLECTED CEILING PLAN - NEW CONSTRUCTION	REV 2 10/24/2018
5	E103	BUILDING No.2 - STAGE - NEW ADA LIFT NEW CONSTRUCTION FLOOR PLAN	REV 1 10/15/2018
6	E104	PANEL BOARD SCHEDULES	REV 1 10/15/2018
7	E105	AHU POWER & INSTRUMENTATION DIAGRAMS & TABLES	REV 3 05/30/2019
8	E106	PANELBOARD SCHEDULES	REV 3 08/09/2019
9	E107	PANELBOARD SCHEDULES	REV 3 08/09/2019
10	E108	COORDINATION TABLES	REV 4 08/09/2019
11	E109	PANELBOARD SCHEDULES	REV 1 08/09/2019
12	E201	DUCT HEATERS ELECTRICAL POWER PLAN BLDG 1	REV 1 10/25/2018
13	E202	DUCT HEATERS ELECTRICAL POWER PLAN BLDG 2	REV 1 10/25/2018
14	E203	DUCT HEATERS ELECTRICAL POWER PLAN BLDG 3	REV 1 10/25/2018

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 12 - Furnishings
- Division 13 - Special Construction
- Division 14 - Conveying Systems
- Division 15 - Mechanical
- Division 16 - Electrical

**ARTICLE 3. CONTRACT SUM**

3.01 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the lump-sum amount of: Six Million and Seventy-Nine Thousand Dollars  
Dollars \$6,079,000.00

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:

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

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

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

**4.04 Liquidated Damages for Substantial Completion:**

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and

when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

Each Milestone Five Hundred Dollars \$500.00 per day

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

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

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

**5.01 Substantial Completion:**

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

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

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

**5.02 Final Completion:**

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in

writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

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

5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

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

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

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

Each Milestone	Five Hundred Dollars \$500.00 per day
----------------	---------------------------------------

5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;



- 5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
- 5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
- 5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
- 5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

**ARTICLE 6. TIME AND DELAYS.**

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
- 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or

equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.

- 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
- 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

#### **ARTICLE 7. CONTRACT BONDS**

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.

- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

**ARTICLE 8. NOTICES**

- 8.01 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

<b>Party:</b>		<b>Address:</b>
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Aldo Gonzalez
	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	Lunacon Engineering Group, Corp. d/b/a Lunacon Construction Group, Corp.	Patricia Bonilla President/CEO 16890 South Dixie Hwy. Miami, FL 33157
Surety's Agent:	Berkley Insurance Company	412 Mount Kemble Ave. Morristown, NJ 07960
Project Consultant:	CSA Central Inc	8200 NW 41 Street, Suite 305 Doral, Fl 33166

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, **Lunacon Engineering Group, Corp. d/b/a Lunacon Construction Group, Corp.**, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

**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



**CONTRACTOR**

**Lunacon Engineering Group, Corp.**  
**d/b/a Lunacon Construction Group,**  
**Corp.**

ATTEST:

By *Patricia Bonilla*  
Patricia Bonilla, President/CEO

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

-or-

*Yvette Varquez*  
Witness

*Lazaro Romero*  
Witness

STATE OF FL )

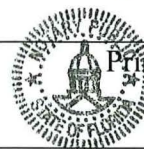
COUNTY OF Miami Dade )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 25 day of March, 2020, by \_\_\_\_\_ **Patricia Bonilla** of **Lunacon Engineering Group, Corp. d/b/a Lunacon Construction Group, Corp.** 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:

*Sergio Santana*  
Signature, Notary Public



**Sergio Santana**

COMMISSION # 00203356

EXPIRES: Nov. 5, 2022

Bonded Thru Aaron Notary

Notary's Commission No.

(SEAL)

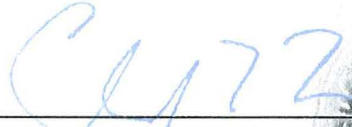
**SURETY ACKNOWLEDGMENT**

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:** Berkley Insurance Company



Olga Iglesias

**By:**   
**Its:** Charles J. Nielson, Atty.-In-Fact  
**Date:** March 19, 2020



STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 19th day of March,  
2020 by Charles J. Nielson of  
Nielson, Hoover & Company, on behalf of the Surety.

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

My commission expires:

(SEAL)

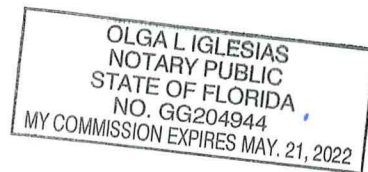


Signature – Notary Public

Olga Iglesias

Printed Name of Notary

Notary's Commission No.



**END OF DOCUMENT**



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14<sup>th</sup> day of November, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman  
Executive Vice President & Secretary

By Jeffrey M. Hafter  
Senior Vice President

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

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 14<sup>th</sup> day of November, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

Maria C Rundbaker  
Notary Public, State of Connecticut

**CERTIFICATE**

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

Given under my hand and seal of the Company, this 14<sup>th</sup> day of March, 2020

(Seal)

Vincent P. Forte  
Vincent P. Forte

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

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

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

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

---

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

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

**Or**

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

---

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

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