



**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 14th day of April, 2020 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

BURKE CONSTRUCTION GROUP, INC.

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

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

Bid No.: 19-149C
Project No.: P.001898
Location No.: 1311
Project Title: SMART Program Renovations
Facility Name: Nova Middle 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 includes exterior envelope improvements generally consisting of:

- 1) Re-roofing of Buildings #3, #4, #5, #7, #8 and #9; exterior door and window replacements and miscellaneous repairs in Building #10 and Portable Classrooms #304, #305, #306, #810CX, #816C, #817C and #939CT;
- 2) Exterior painting of Buildings #7, #9, #30, #39 and Portable Classrooms #304, #305, #306 and #939CT;
- 3) HVAC improvements consisting but not limited to the replacement of existing air handling and other equipment in Buildings #4, #5, #7, #8, #9 and #30 as well as Portable Classrooms #304 and #305, including incidental general construction, electrical and plumbing work necessary to accommodate the proposed new HVAC equipment.

- 4) In addition this Project also includes interior improvements to the existing Music Lab in Building #5 and existing Art Lab in Building #30, all as generally described on the drawings.

Constructed pursuant to drawings, specifications and other design documents prepared by Wolfberg Alvarez & Partners, Inc, 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	Rev. No.	Date
<u>GENERAL</u>			
G0.00	COVER SHEET	6	04/16/19

Drawing Number	Drawing Title	Rev. No.	Date
G0.01	INDEX OF DRAWINGS	6	04/16/19
	<u>ARCHITECTURE</u>		
A1.00	COMPREHENSIVE SITE PLAN	-	08/31/18
A3.00	GENERAL INFORMATION	4	02/27/19
A3.01	FLOOR PLAN BUILDING 5	-	08/31/18
A3.02	FLOOR PLAN BUILDING 30	-	08/31/18
A3.03	BUILDING 99 FLOOR PLAN	3	01/11/19
A3.04	BUILDING 99 PHOTOGRAPHS	3	01/11/19
A3.05	BUILDING 99 PHOTOGRAPHS	3	01/11/19
A3.11	ROOF PLAN BUILDING 3 - DEMOLITION	3	01/11/19
A3.12	ROOF BUILDING 3 PHOTOGRAPHS	-	08/31/18
A3.13	ROOF PLAN BUILDING 3 - PROPOSED	5	03/27/19
A3.14	ROOF PLAN BUILDING 4 - DEMOLITION	-	08/31/18
A3.15	DEMOLITION PHOTOGRAPHS	-	08/31/18
A3.16	ROOF PLAN BUILDING 4 - PROPOSED	5	03/27/19
A3.17	ROOF PLAN BUILDING 5 - DEMOLITION	-	08/31/18
A3.18	ROOF BUILDING 5 - PHOTOGRAPHS	-	08/31/18
A3.19	ROOF PLAN BUILDING 5 - PROPOSED	5	03/27/19
A3.20	ROOF PLAN BUILDING 7 - DEMOLITION	3	01/11/19
A3.21	ROOF BUILDING 7 - PHOTOGRAPHS	-	08/31/18
A3.22	ROOF PLAN BUILDING 7 - PROPOSED	5	03/27/19
A3.23	ROOF PLAN BUILDING 8 - DEMOLITION	1	09/28/18
A3.24	ROOF BUILDING 8 - PHOTOGRAPHS	-	08/31/18
A3.25	ROOF PLAN BUILDING 8 - PROPOSED	5	03/27/19
A3.26	ROOF PLAN BUILDING 9 - DEMOLITION	3	01/11/19
A3.27	ROOF BUILDING 9 - PHOTOGRAPHS	-	08/31/18
A3.28	ROOF PLAN BUILDING 9 - PROPOSED	5	03/27/19
A3.29	ROOF PLAN BUILDING 30 - EQUIPMENT CABLING	-	08/31/18
A3.30	ROOF PLAN BUILDING 31 & 39 - EQUIPMENT CABLING	-	08/31/18
A4.00	BUILDINGS 7, 8 & 9 - ELEVATIONS	3	01/11/19
A4.01	BUILDING 10 - ELEVATIONS	3	01/11/19
A4.02	BUILDING 30 - ELEVATIONS	-	08/31/18
A4.03	BUILDING 39 - ELEVATIONS	-	08/31/18
A7.00	BUILDING 05 ROOM 172 BAND CLASS - DEMOLITION	-	08/31/18
A7.01	BUILDING 05 ROOM 172 BAND CLASS - PROPOSED	3	01/11/19
A7.01A	BUILDING 05 ROOM 172 BAND CLASS - INTERIOR ELEVATIONS	-	08/31/18
A7.02	BUILDING 30 ROOM 712 ART MIDDLE - PROPOSED	3	01/11/19
A7.03	BUILDING 05 ROOMS 187 & 188 - MECHANICAL ROOM	3	01/11/19
A7.05	PARTITION TYPES & UL DETAILS	-	08/31/18
A8.01	ROOF DETAILS TYPICAL	5	03/27/19
A8.02	ROOF DETAILS TYPICAL	5	03/27/19

Drawing Number	Drawing Title	Rev. No.	Date
A8.03	ROOF DETAILS TYPICAL	5	03/27/19
A8.04	DETAILS TYPICAL	5	03/27/19
A9.01	DOOR & WINDOW DETAILS	6	04/16/19
<u>STRUCTURAL</u>			
S0.00	STRUCTURAL NOTES	-	08/31/18
S1.01	BUILDING 3 ROOF WIND PRESSURE DIAGRAM	-	08/31/18
S1.02	BUILDING 3 ROOF PLAN	-	08/31/18
S1.03	BUILDING 4 ROOF WIND PRESSURE DIAGRAM	-	08/31/18
S1.04	BUILDING 4 ROOF PLAN	-	08/31/18
S1.05	BUILDING 5 ROOF WIND PRESSURE DIAGRAM	-	08/31/18
S1.06	BUILDING 5 PARTIAL FLOOR PLAN	-	08/31/18
S1.07	BUILDING 5 ROOF PLAN	-	08/31/18
S1.08	BUILDING 7, 8, 9 ROOF WIND PRESSURE DIAGRAM	-	08/31/18
S1.09	BUILDING 7, 8, 9 ROOF PLAN	-	08/31/18
S1.10	BUILDING 30 ROOF WIND PRESSURE DIAGRAM	-	08/31/18
S1.11	BUILDING 31, 39 ROOF WIND PRESSURE DIAGRAM	-	08/31/18
S1.12	BUILDING 99 WIND PRESSURE DIAGRAM (PORTABLES)	-	08/31/18
S2.01	DETAILS	4	02/27/19
S2.02	DETAILS	-	08/31/18
<u>PLUMBING</u>			
P1.01	PLUMBING LEGEND AND NOTES	3	01/11/19
P2.01	SITE PLAN – PLUMBING	-	08/31/18
DP4.01	ENLARGED FLOOR PLANS DEMOLITION	-	08/31/18
P3.01	ROOF PLAN BUILDING 3 – PLUMBING	3	01/11/19
P3.02	ROOF PLAN BUILDING 4 – PLUMBING	3	01/11/19
P3.03	ROOF PLAN BUILDING 5 – PLUMBING	3	01/11/19
P3.04	ROOF PLAN BUILDINGS 7, 8 & 9 – PLUMBING	3	01/11/19
P4.01	ENLARGED MECHANICAL ROOM PLANS – PLUMBING	3	01/11/19
P4.02	ENLARGED BUILDING 30 ROOM 712 – PLUMBING	3	01/11/19
P6.01	PLUMBING SCHEDULES & DETAILS	3	01/11/19
<u>MECHANICAL</u>			
M1.01	LEGEND, SCOPE OF WORK AND GENERAL NOTES	3	01/11/19
M2.01	OVERALL FLOOR PLAN – HVAC	-	08/31/18
DM3.01	BUILDING 4 FLOOR PLAN - HVAC DEMOLITION	-	08/31/18
DM3.02	BUILDING 30 FLOOR PLAN - HVAC DEMOLITION	-	08/31/18
DM4.01	ENLARGED MECHANICAL ROOM PLANS DEMOLITION	-	08/31/18
DM4.02	ENLARGED MECHANICAL ROOM PLANS DEMOLITION	-	08/31/18
M3.01	BUILDING 4 FLOOR PLAN – HVAC	-	08/31/18
M3.02	BUILDING 5 FIRST FLOOR & MEZZANINE PLANS – HVAC	-	08/31/18
M3.03	BUILDING 7, 8, 9, & 31 FLOOR PLANS – HVAC	1	09/28/18

Drawing Number	Drawing Title	Rev. No.	Date
M3.04	BUILDING 30, 304 & 305 FLOOR PLANS – HVAC	-	08/31/18
M3.05	BUILDING 3 ROOF PLAN – HVAC	-	08/31/18
M3.06	BUILDING 4 ROOF PLAN – HVAC	-	08/31/18
M3.07	BUILDING 5 ROOF PLAN – HVAC	-	08/31/18
M3.08	BUILDINGS 7, 8 & 9 ROOF PLAN - HVAC	3	01/11/19
M4.01	ENLARGED MECHANICAL ROOM PLANS	3	01/11/19
M4.02	ENLARGED MECHANICAL ROOM PLANS	3	01/11/19
M7.01	SCHEDULES	3	01/11/19
M8.01	DETAILS	-	08/31/18
M8.02	DETAILS	-	08/31/18
M9.01	CONTROLS	2	10/15/18
M9.02	CONTROLS	1	09/28/18
<u>ELECTRICAL</u>			
E1.01	LEGEND AND GENERAL NOTES	4	02/27/19
E2.01	SITE PLAN	3	01/11/19
E3.01	BUILDING 5 ROOM 172 LIGHTING FLOOR PLAN	3	01/11/19
E3.02	BUILDING 5 ROOM 172 PHOTOMETRIC FLOOR PLAN	-	08/31/18
E4.01	BUILDING 4 FLOOR POWER PLAN	-	08/31/18
E4.02	BUILDING 5, 7, & 8 ENLARGED POWER PLAN	4	02/27/19
E4.03	BUILDING 7 & 9 ENLARGED POWER PLAN	-	08/31/18
E4.04	BUILDING 30, PORTABLES 304 & 305 FLOOR POWER PLAN	3	01/11/19
E4.05	BUILDING 3 ROOF POWER PLAN	-	08/31/18
E4.06	BUILDING 4 ROOF POWER PLAN	-	08/31/18
E4.07	BUILDING 5 ROOF POWER PLAN	-	08/31/18
E4.08	BUILDING 7, 8, & 9 ROOF POWER PLAN	-	08/31/18
E7.01	ELECTRICAL RISER DIAGRAM	3	01/11/19
E9.01	PANEL SCHEDULES	3	01/11/19
E9.02	PANEL SCHEDULES	3	01/11/19

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 13 - Special Construction
Division 15 - Mechanical
Division 16 - Electrical
Appendix

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 Three Hundred and Seventy-Five Thousand Two Hundred and Fifteen Dollars

Dollars \$ 5,375,215.00

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:

460 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
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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: Nkenge Davis
	AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	Burke Construction Group, Inc.	Anthony J. Burke 10145 NW 19 th Street, Doral, FL 33172
Surety's Agent:	Philadelphia Indemnity Insurance Company	One Bala Plaza Suite 100, Bala Cynwyd, P.A 19004-0950
Project Consultant:	Wolfberg Alvarez & Partners.	75 Valencia Avenue, Suite 1050, Coral Gables, FL 33134

8.02 These addresses may be changed by either of the parties by written notice to the other party.

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

9.02 **e-Builder.** The Contractor shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

9.02.01 **Forms Module.** The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

9.02.02 **Work Flows.** Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

9.02.03 **Calendar Module.** The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.

9.02.04 **Meetings.** Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes' template) and confirmation of actual meeting attendees.

9.02.05 **Access to e-Builder and Licensing.** Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which

the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Programs Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses with Programs Control Support. Additional training may be provided based on availability. The Contractor shall be required to use Owner's Project Management software, e-Builder. One (1) license will be provided to the Contractor at no cost.

In witness thereof, the said Contractor, **Burke Construction Group, Inc.**, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

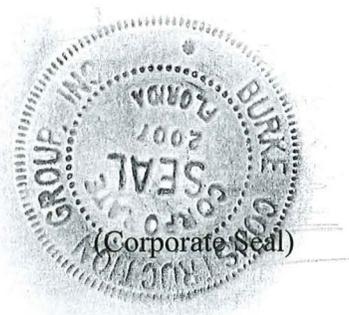
By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel



FOR CONTRACTOR

BURKE CONSTRUCTION GROUP, INC.

ATTEST:

[Handwritten Signature]

David Martinez, Secretary

By *[Handwritten Signature]*

Anthony J. Burke, President

-or-

Witness

Witness

STATE OF Florida

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 26th day of February, 2020, by _____ Anthony J. Burke of Burke 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.

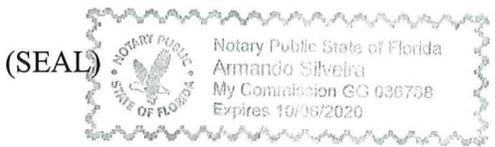
My commission expires:

[Handwritten Signature]

Signature, Notary Public

Armando Silveira

Printed Name of Notary

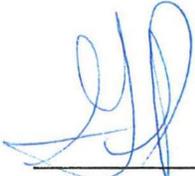


GG036798

Notary's Commission No.

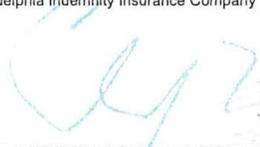
SURETY ACKNOWLEDGMENT

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



Gicelle Pajon

SURETY: Philadelphia Indemnity Insurance Company


By: _____
Its: Charles J. Nielson, Atty.-In-Fact
Date: February 26, 2020

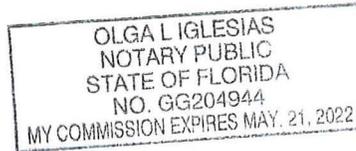


STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 26th day of February,
2020 by Charles J. Nielson of
Attorney-In-Fact of Philadelphia Indemnity 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:



(SEAL)



Signature – Notary Public
Olga Iglesias

Printed Name of Notary

Notary's Commission No.

END OF DOCUMENT

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

Power of Attorney

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

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

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

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

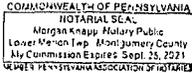
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

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

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



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26 day of February, 20 20.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

