



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351 (754) 321-0505**

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this 21<sup>st</sup> day of April 2020 by and between

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

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

**DIPOMPEO CONSTRUCTION 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.:	19-135C
Project No.:	P.001820
Location No.:	0011
Project Title:	SMART Program Renovations
Facility Name:	Deerfield Beach Elementary School

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

The project consists of interior and exterior renovations throughout the Deerfield Beach Elementary School campus. The scope of work is based on a deficiency listing of the entire campus. Refer to sheet A-1 00 in the construction drawings for a general description of the scope of work for each building. Generally, the work consists of but is not limited to:

1. Remodeling and renovations to Building 1.
2. New exterior stair tower to Building 1.
3. Exterior window replacement.
4. Media Center remodel.
5. Mechanical, electrical, and plumbing replacement and I or upgrades.
6. New alarm system.
7. New Fire Sprinklers System for Building 1.

In addition, it comprises general construction for replacing existing exterior doors, windows, and louvers where indicated on the Drawings, including restoration of existing surfaces where new work is performed. Includes removal of lead in windows, exterior walls, and other surfaces to be removed as part of window and door replacement and repainting.

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

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

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

**ARTICLE 1. ENTIRE AGREEMENT**

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

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

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

<b>Drawing Number</b>	<b>Drawing Title</b>	<b>Revision No.</b>	<b>Revision Date</b>
<b><u>BUILDING RENOVATIONS</u></b>			
<b>GENERAL</b>			
GN-000	COVER SHEET		
GN-001	SHEET INDEX	4	01/10/2020
GN-002	GENERAL NOTES	4	01/10/2020
GN-003	CONSTRUCTION PHASING PLAN	2	10/19/2018
GN-400	CHILD ADA DETAILS	2	10/19/2018
<b>CIVIL</b>			
-	TOPOGRAPHIC SURVEY		
C-01	CIVIL FIRE PLAN	1	9/5/2018
C-02	DETAILS AND SPECIFICATIONS	1	9/5/2018
C-03	DETAILS AND SPECIFICATIONS	1	9/5/2018

**ARCHITECTURAL**

FLS01-101	BUILDING #1 - LIFE SAFETY PLAN	3	1/18/2019
FLS06-101	BUILDINGS 6, 8, 9 AND 13 LIFE SAFETY PLAN	3	1/18/2019
A-100	DEFICIENCY CAMPUS SITE PLAN	2	10/19/2018
A01-101	BUILDING #1 - DEMO FIRST FLOOR PLAN	2	10/19/2018
A01-102	BUILDING #1 - DEMO SECOND FLOOR PLAN	2	10/19/2018
A01-103	BUILDING #1 - FIRST FLOOR PLAN	4	01/10/2020
A01-104	BUILDING #1 - SECOND FLOOR PLAN	4	01/10/2020
A01-105	BUILDING #1 -PARTIAL ROOF PLAN	2	10/19/2018
A01-110	BUILDING #1 - FIRST FLOOR RCP DEMO	2	10/19/2018
A01-111	BUILDING #1 - SECOND FLOOR RCP DEMO	2	10/19/2018
A01-112	BUILDING #1 - FIRST FLOOR RCP	4	01/10/2020
A01-113	BUILDING #1 - SECOND FLOOR RCP	4	01/10/2020
A01-400	BUILDING #1 -PLUMBING FIXTURES CALCULATION	2	10/19/2018
A01-401	RESTROOM 111 PLANS AND ELEVATIONS	1	9/5/2018
A01-402	RESTROOM 111 REFLECTED CEILING PLANS	4	01/10/2020
A01-403	RESTROOM 113 PLANS AND ELEVATIONS	2	10/19/2018
A01-404	RESTROOM 113 REFLECTED CEILING PLANS	2	10/19/2018
A01-405	RESTROOM 124 PLANS AND ELEVATIONS	1	9/5/2018
A01-406	RESTROOM 124 REFLECTED CEILING PLANS	4	01/10/2020
A01-407	RESTROOM 126 PLANS AND ELEVATIONS	2	10/19/2018
A01-408	RESTROOM 126 REFLECTED CEILING PLANS AND RESTROOM WALL SECTION	2	10/19/2018
A01-409	BUILDING #1 - STAIR TOWER ELEVATIONS AND ENLARGED STAIR PLANS	3	1/18/2019
A01-410	BUILDING #1 - STAIR SECTIONS AND DETAILS	3	1/18/2019
A01-411	CLASSROOMS ENLARGED FLOOR PLANS	4	01/10/2020
A01-412	ENLARGED FIRST FLOOR RCP	2	10/19/2018
A01-413	ENLARGED SECOND FLOOR RCP	2	10/19/2018
A06-101	BUILDING #6 - FLOOR PLAN		
A06-102	BUILDING #6 - SECOND FLOOR PLAN		
A06-111	BUILDING #6 - ROOF PLAN	2	10/19/2018
A08-101	BUILDING #8 - FLOOR PLAN	3	1/18/2019
A08-111	BUILDING #8 -ROOF PLAN	2	10/19/2018
A08-112	BUILDING #8 -ROOF PICTURES	2	10/19/2018
A08-121	BUILDING #8 - RCP		
A08-421	BUILDING #8 - MEDIA CENTER DEMO		
A08-422	BUILDING #8 - MEDIA CENTER - DEMO RCP	2	10/19/2018
A08-423	BUILDING #8 - MEDIA CENTER ENLARGED FLOOR PLAN	4	01/10/2020
A08-424	BUILDING #8 - MEDIA CENTER ENLARGED RCP- NEW	4	
A08-425	BUILDING #8 - MEDIA CENTER FINISHES		10/19/2018
A09-101	BUILDING #9 - FLOOR PLAN AND ELEVATIONS	2	
A10-101	BUILDING #10-11-12 FLOOR PLAN & ROOF PLAN		1/18/2019
A13-101	BUILDING #13 - FLOOR PLAN	3	10/19/2018
A14-101	BUILDING #14-15 FLOOR PLAN & ROOF PLAN	2	9/5/2018
A-501	GENERAL DETAILS	1	01/10/2020
A-502	GENERAL DETAILS	4	01/10/2020
A-601	DOOR SCHEDULE	4	1/18/2019
A-701	PARTITION TYPES	3	1/18/2019

**STRUCTURAL**

S00-001	STRUCTURAL NOTES		10/19/2018
S00-002	SCHEDULES	2	10/19/2018
S00-200	WIND PRESSURE DIAGRAMS	2	10/19/2018
S00-201	DETAILS	2	10/19/2018

S00-202	DETAILS	2	10/19/2018
S01-101	BLDG #1 FLOOR PLAN	2	
S01-102	BLDG #1 SECOND FLOOR PLAN		10/19/2018
S01-103	BLDG #1 ROOF PLAN	2	10/19/2018
S08-200	BLDG #8 ROOF PLAN AND WIND PRESSURE DIAGRAM	2	
S09-101	BLDG #9 FLOOR PLAN		

**MECHANICAL**

M-001	HVAC GENERAL NOTES, LEGEND AND SCHEDULES	2	
M-002	HVAC GENERAL NOTES, LEGEND AND SCHEDULES		10/19/2018
MD01-201	BUILDING #1 - HVAC DEMOLITION FIRST FLOOR PLAN	2	10/19/2018
MD01-202	BUILDING #1 - HVAC DEMOLITION SECOND FLOOR PLAN	2	10/19/2018
M01-201	BUILDING #1 - HVAC FIRST FLOOR PLAN	2	10/19/2018
M01-202	BUILDING #1 - HVAC SECOND FLOOR PLAN	2	
M06-201	BUILDING #6 - HVAC FIRST FLOOR PLAN		
M06-202	BUILDING #6 - HVAC SECOND FLOOR PLAN		
M08-201	BUILDING #8 - HVAC FLOOR PLAN		
M08-202	BUILDING #8 HVAC ROOF PLAN		
M13-201	BUILDING #13 HVAC FLOOR PLAN		
M13-301	BUILDING #13 - ENLARGED FLOOR PLANS		
M-501	HVAC CONTROLS		
M-601	HVAC DETAILS		
M-602	HVAC DETAILS		

**ELECTRICAL**

E-001	ELECTRICAL GENERAL NOTES	1	
E-002	ELECTRICAL LEGEND		9/5/2018
E-101	ELECTRICAL SITE PLAN	1	
ED01-201	BUILDING #1 LIGHTING DEMOLITION FIRST FLOOR PLAN		
ED01-202	BUILDING #1 LIGHTING DEMOLITION SECOND FLOOR PLAN		01/10/2020
E01-201	BUILDING #1 LIGHTING FIRST FLOOR PLAN	4	10/19/2018
E01-201A	BUILDING #1 PHOTOMETRIC FIRST FLOOR PLAN- NORMAL MODE	2	10/19/2018
E01-201B	BUILDING #1 PHOTOMETRIC FIRST FLOOR PLAN- EMERGENCY MODE	2	01/10/2020
E01-202	BUILDING #1 LIGHTING SECOND FLOOR PLAN	4	9/5/2018
E01-202A	BUILDING #1 PHOTOMETRIC SECOND FLOOR PLAN- NORMAL MODE	1	
E01-202B	BUILDING #1 PHOTOMETRIC SECOND FLOOR PLAN- EMERGENCY MODE		01/10/2020
E01-301	BUILDING #1 ELECTRICAL FIRST FLOOR PLAN	4	01/10/2020
E01-302	BUILDING #1 ELECTRICAL SECOND FLOOR PLAN	4	10/19/2018
E01-401	BUILDING #1 ELECTRICAL ENLARGED PLANS	2	9/5/2018
E01-501	BUILDING #1 ELECTRICAL PANEL SCHEDULES	1	9/5/2018
E01-502	BUILDING #1 ELECTRICAL PANEL SCHEDULES	1	9/5/2018
E01-503	BUILDING #1 ELECTRICAL PANEL SCHEDULES	1	1/18/2019
E01-504	BUILDING #1- ELECTRICAL PANEL SCHEDULES	3	10/19/2018
E08-201	BUILDING #8- LIGHTING FLOOR PLAN	2	
E08-201A	BUILDING #8- PHOTOMETRY NORMAL & EMERGENCY MODE		01/10/2020
E08-202	BUILDING #8- HVAC ROOF PLAN	4	
E08-203	BUILDING #8- HVAC ROOF PLAN		
E13-201	BUILDING #13- ELECTRICAL FLOOR PLAN		
E13-501	BUILDING #13 ELECTRICAL PANELS		

E15-201	BUILDING #15 ELECTRICAL ENLARGED PLAN & PANEL SCHEDULE		10/19/2018
E-601	FIRE ALARM RISERS	2	9/5/2018
E-602	ELECTRICAL RISERS DEMOLITION	1	
E-603	ELECTRICAL RISERS - NEW		01/10/2020
E-701	BUILDING # 1 ELECTRICAL DETAILS	4	01/10/2020
E-702	BUILDING # 2 ELECTRICAL DETAILS	4	10/19/2018
E-703	ELECTRICAL DETAILS	2	10/19/2018

#### **FIRE ALARM**

FA-101	FIRE ALARM RISERS	3	01/18/2019
FA01-201	BUILDING #1 FIRE ALARM FIRST FLOOR PLAN	3	10/19/2018
FA01-202	BUILDING #1 FIRE ALARM SECOND FLOOR PLAN	2	1/18/2019
FA06-201	BUILDING #6 FIRE ALARM FIRST FLOOR PLAN	3	1/18/2019
FA06-202	BUILDING #6 FIRE ALARM SECOND FLOOR PLAN	3	1/18/2019
FA08-201	BUILDING #8 FIRE ALARM FLOOR PLAN	3	
FA09-201	BUILDING #9 FIRE ALARM FLOOR PLAN		9/5/2018
FA10-201	BUILDING #10 FIRE ALARM FLOOR PLAN	1	1/18/2019
FA13-201	BUILDING #13 FIRE ALARM FLOOR PLAN	3	1/18/2019

#### **FIRE PROTECTION**

F-001	FIRE PROTECTION GENERAL NOTES, LEGEND AND DETAILS	1	01/10/2020
F01-201	BUILDING #1 - FIRE PROTECTION FIRST FLOOR PLAN	4	01/10/2020
F01-202	BUILDING #1 - FIRE PROTECTION SECOND FLOOR PLAN	4	01/10/2020

#### **PLUMBING**

P-001	PLUMBING GENERAL NOTES, LEGEND, SCHEDULES AND DETAILS	1	10/19/2018
P01-201	BUILDING #1 - PLUMBING FIRST FLOOR PLAN	2	10/19/2018
P01-202	BUILDING #1 - PLUMBING SECOND FLOOR PLAN	2	10/19/2018
P01-301	BUILDING #1 - PLUMBING ENLARGED FLOOR PLAN	2	10/19/2018
P01-302	BUILDING #1 - PLUMBING ENLARGED FLOOR PLAN	2	10/19/2018
P01-303	BUILDING #1 - PLUMBING ENLARGED FLOOR PLAN	2	10/19/2018
P01-401	BUILDING #1 - PLUMBING ISOMETRICS	2	

#### **WINDOWS REPLACEMENT**

#### **GENERAL**

GN-000	COVER SHEET		
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#### **ARCHITECTURE**

A-100	SITE PLAN	1	5/1/2017
A-101	OVERALL FIRST FLOOR	2	7/26/2017
A-102	OVERALL SECOND FLOOR PLAN		
A-301	EXTERIOR ELEVATIONS		
A-302	EXTERIOR ELEVATIONS		
A-401	WALL SECTIONS		
A-402	WALL SECTIONS		

A-501	WINDOW DETAILS		
A-502	WINDOW DETAILS		
A-601	WINDOW & DOOR SCHEDULE TYPES & DETAILS	2	7/26/17

**STRUCTURE**

S-001	STRUCTURAL NOTES	1	6/15/2017
S-002	WIND PRESSURE ELEVATIONS		
S-003	WIND PRESSURE ELEVATIONS AND SCHEDULE		
S-101	1 <sup>ST</sup> FLOOR PLAN		
S-102	2 <sup>ND</sup> FLOOR PLAN		
S-201	FRAMING ELEVATIONS		
S-202	FRAMING ELEVATIONS		
S-301	DETAILS		
S-302	DETAILS		
S-401	SECTIONS		

2.03 The Project Manual:

- Division 0 - Documents
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- 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 11 - Equipment
- Division 12 - Furnishing
- Division 13 - Special Construction
- Division 15 - Mechanical
- Division 16 - Electrical
- Division 17 - Voice Data Video Structured Cabling Systems

**ARTICLE 3. CONTRACT SUM**

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

Dollars \$ 3,777,000.00

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.



- 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:

<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: Chris Schiappa
	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:	DIPOMPEO CONSTRUCTION CORP.	2301 NW 33rd Court, Unit 102 Pompano Beach, FL 33069
Surety's Agent:	Fidelity and Deposit Company of Maryland	600 Red Brook Boulevard # 350 Owings Mills, MD 21117
Project Consultant:	ACAI ASSOCIATES, INC.	2937 WEST CYPRESS CREEK RD. SUITE 200 FORT LAUDERDALE, FL 33309

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, DIPOMPEO CONSTRUCTION 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.

**OWNER**

(Corporate Seal)

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

ATTEST:

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

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

Approved as to form and legal content

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



(Corporate Seal)

**CONTRACTOR**

**DIPOMPEO CONSTRUCTION CORP.**

By

*[Handwritten Signature]*  
\_\_\_\_\_  
JOHN DIPOMPEO, President

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Or  
Witness

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness

**CONTRACTOR NOTARIZATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 9<sup>th</sup> day of March, 2020, by John DiPompeo Jr of Dipompeo Construction 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.

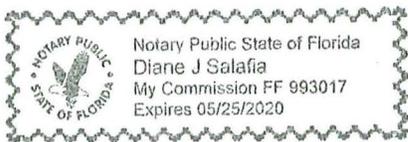
My commission expires: 5/25/2020

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature, Notary Public

Diane J. Salafia  
\_\_\_\_\_  
Printed Name of Notary

FF 993017  
\_\_\_\_\_  
Notary's Commission No.

(SEAL)





**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Layne A. HOLMES, Michael E. GORHAM, James F. MURPHY and Michael A. HOLMES, all of Ft. Lauderdale, Florida**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of November, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 12th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*  
\_\_\_\_\_  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of March, 2020.



*Brian M. Hodges*

Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

