



**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 6 day of October 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

THE BEC GROUP SERVICES, 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.: 19-165C
Project No.: P.001658
Location No.: 1291
Project Title: SMART Program Renovations
Facility Name: William T. McFatter TC & HS

SCOPE OF WORK: Work of this Contract comprises general construction of:

SITE LEVEL DEFICIENCIES

- ENTIRE FIRE ALARM SYSTEM

BUILDING#1

- NEW FIRE ALARM
- RE-ROOF
- ELECTRICAL IMPROVEMENTS
- EMERGENCY EXIT SIGNAGE REQUIRES REPLACEMENT
- HVAC IMPROVEMENTS
- CONTROLS ARE INADEQUATE REPLACE WITH DOC CONTROLS
- THE RESTROOM LAVATORIES PLUMBING FIXTURES REQUIRE REPLACEMENT

BUILDING #2

- FIRE ALARM
- RE-ROOF
- ELECTRICAL IMPROVEMENTS
- THE CANOPY LIGHTING REQUIRES REPLACEMENT
- EMERGENCY EXIT SIGNAGE REQUIRES REPLACEMENT
- HVAC IMPROVEMENTS

- CONTROLS ARE INADEQUATE AND SHOULD BE REPLACED WITH DOC CONTROLS
- TEST AND BALANCING REQUIRED
- DUCT CLEANING REQUIRED
- MEDIA CENTER REQUIRES RENOVATION BASED ON CONDITION OF ROOMS
- PROVIDE RENOVATION OF RESTROOMS ASSOCIATED WITH EDUCATIONAL ADEQUACY RENOVATIONS
("CONFIRMED SCOPE BY SBBC / HEERY BLDG #2 ROOMS 208 & 210 ONLY)

BUILDING#3

- FIRE ALARM
- THE CANOPY LIGHTING REQUIRES REPLACEMENT
- CONTROLS ARE INADEQUATE AND SHOULD BE REPLACED WITH DOC CONTROLS
- HVAC IMPROVEMENTS
- TEST AND BALANCING REQUIRED
- DUCT CLEANING REQUIRED

BUILDING #4

- FIRE ALARM
- FIRE SPRINKLERS
- RE-ROOF
- ELECTRICAL IMPROVEMENTS
- THE CANOPY LIGHTING REQUIRES REPLACEMENT
- HVAC IMPROVEMENTS
- CONTROLS ARE INADEQUATE AND SHOULD BE REPLACED WITH DOC CONTROLS
- TEST AND BALANCING REQUIRED
- DUCT CLEANING REQUIRED
- INSTALL FIRE SPRINKLERS
- ABANDONED EQUIP NEEDS TO BE REMOVED

BUILDING#5

- FIRE ALARM
- RE-ROOF
- THE ALUMINUM WINDOW IS DAMAGED AND REQUIRES REPLACEMENT
- THE CANOPY LIGHTING REQUIRES REPLACEMENT
- EMERGENCY LIGHTING SYSTEM IS DAMAGED OR MISSING AND SHOULD BE REPLACED
- ELECTRICAL IMPROVEMENTS
- HVAC IMPROVEMENTS
- CONTROLS ARE INADEQUATE AND SHOULD BE REPLACED WITH DOC CONTROLS
- TEST AND BALANCING REQUIRED
- DUCT CLEANING REQUIRED

BUILDING#6

- FIRE ALARM

- RE-ROOF
- THE ALUMINUM WINDOW IS DAMAGED AND REQUIRES REPLACEMENT
- THE EXTERIOR REQUIRES PAINTING
- THE CANOPY LIGHTING REQUIRES REPLACEMENT
- HVAC IMPROVEMENTS
- CONTROLS ARE INADEQUATE AND SHOULD BE REPLACED WITH DOC CONTROLS
- TEST AND BALANCING REQUIRED
- DUCT CLEANING REQUIRED

BUILDING#7

- RE-ROOF
- THE EXTERIOR REQUIRES PAINTING

BUILDING#8

- EXTERIOR DOOR HARDWARE REQUIRES REPLACEMENT
- THE EXTERIOR REQUIRES PAINTING

BUILDING # 85

- FIRE ALARM
- RE-ROOF
- THE STUCCO EXTERIOR REQUIRES REPAIR
- DUCT CLEANING REQUIRED

BUILDING #86

- FIRE ALARM
- RE-ROOF
- THE STUCCO EXTERIOR REQUIRES REPAIR
- DUCT CLEANING REQUIRED

BUILDING#9

- FIRE ALARM (ADDING ONE HORN STROBE LIGHT TO THE SHELTER)
- RE-ROOF

BUILDING # 10

- FIRE ALARM
- THE EXTERIOR REQUIRES PAINTING
- THE EXTERIOR SOFFIT REQUIRES PAINTING
- TEST AND BALANCING REQUIRED

Constructed pursuant to drawings, specifications and other design documents prepared by SOL-ARCH, LLC. (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 Name	Revision Number	Revision Date
ARCHITECTURE			
	Cover Sheet	4	1/10/2020
A001	Drawing Index / Notes / Abbreviations & Symbols	4	1/10/2020
A001a	General Notes		1/26/2018
A100	Overall Site Plan	4	1/10/2020
A101	Overall Ground Floor Plan	4	1/10/2020
A101a	Enlarged Floor Plan - Bldg. 1	4	1/10/2020
A101b	Enlarged Floor Plan - Bldg. 2	4	1/10/2020
A101c	Enlarged Floor Plan - Bldg. 3, 7, 8, & 9	4	1/10/2020
A101d	Enlarged Floor Plan - Bldg. 4		1/26/2018
A101e	Enlarged Floor Plan - Bldg. 5 & 10	4	1/10/2020
A101f	Enlarged Floor Plan - Bldg. 6, 85 & 86	4	1/10/2020
AD102	Overall Roof Plan - Proposed	4	1/10/2020
AD102a	Enlarged Demo Roof Plan - Bldg. 1		1/26/2018
AD102b	Enlarged Demo Roof Plan - Bldg. 2, 7 & 8	1	4/1/2019
AD102c	Enlarged Demo Roof Plan - Bldg. 4	1	4/1/2019
AD102d	Enlarged Demo Roof Plan - Bldg. 5 & 6		1/26/2018
AD102e	Enlarged Demo Roof Plan - Bldg. 85 & 86		1/26/2018

A103	Overall Roof Plan - Proposed	2	7/10/2019
A103a	Enlarged Roof Plan - Bldg. 1	4	1/10/2020
A103b	Enlarged Roof Plan - Bldg. 2, 7 & 8	4	1/10/2020
A103c	Enlarged Roof Plan - Bldg. 4	2	7/10/2019
A103d	Enlarged Roof Plan - Bldg. 5 & 6	2	7/10/2019
A103e	Enlarged Roof Plan - Bldg. 85 & 86	3	9/20/2019
A103f	Wind Loads Zones - Buildings 1 & 2		1/26/2018
A103g	Wind Loads Zones - Buildings 4, 5, 6, 8, 9, 85 & 86		1/26/2018
A200	Media Center - Demolition / Proposed Floor Plans	4	1/10/2020
A201	Media Center - Demolition / Proposed R.C.P. Plans	4	1/10/2020
202	Restrooms 208 & 210 - Demolition / Proposed Floor Plans	4	1/10/2020
A203	Restrooms 208 & 210 - Blow-Up & Elevations	4	1/10/2020
A400	Typical ADA Restroom and Details	4	1/10/2020
A400a	Typical ADA Details		1/26/2018
A400b	Details		1/26/2018
A500	Roof Photos		1/26/2018
A500a	Roof Photos		1/26/2018
A500b	Roof Photos	4	1/10/2020
A500c	Roof Photos		1/26/2018
A600	Roof Details	2	7/10/2019
A601	Roof Details	2	7/10/2019
A602	Roof Details	2	7/10/2019
A603	Roof Details	3	9/20/2019
A700	Restroom Fixture & Finish Schedule		1/26/2018
A900	Fire Penetrations Details		1/26/2018
A901	Fire Penetrations Details		1/26/2018

CIVIL

C1.0	Bldg. 4 Fire Sprinkler Water Main Connection	1	4/1/2019
C2.0	Utility Notes	1	4/1/2019
C3.0	Bldg. 4 Erosion & Sedimentation Control Plan		1/26/2018
C4.0	Erosion & Sedimentation Control Plan Details		1/26/2018

STRUCTURAL

S-1	Existing Roof Framing Plan		1/26/2018
S-2	Partial Roof Framing Plan		1/26/2018
S-3	Partial Roof Framing Plan		1/26/2018
S-4	Partial Roof Framing Plan		1/26/2018
S-5	Partial Roof Framing Plan		1/26/2018
S-6	Partial Roof Framing Plan & Details		1/26/2018
S-7	Existing Roof Core Conditions		1/26/2018
S-8	Details		1/26/2018

S-9	Details		1/26/2018
S-10	Structural Notes		1/26/2018
S-11	Details	1	4/1/2019
S-12	Existing Ground Floor Plan	4	12/16/19
S-13	Partial Ground Floor Plan	4	12/16/19
S-14	Partial Ground Floor Plan	4	12/16/19
S-15	Partial Ground Floor Plan	4	12/16/19
S-16	Partial Ground Floor Plan	4	12/16/19

ELECTRICAL

E001	Symbols Legend & Electrical Notes	1	4/1/2019
E100	Electrical Site Plan		1/26/2018
E101	Partial Power & Exit Signs Demolition Plan		1/26/2018
E102	Partial Power & Exit Signs Demolition Plan		1/26/2018
E103	Partion Power Demolition Plan		1/26/2018
E104	Partion Power Demolition Plan		1/26/2018
E105	Electrical Demolition Plan		1/26/2018
E106	Electrical Demolition Plan		1/26/2018
E107	Partial Electrical Demolition Plan		1/26/2018
E108	Partial Electrical Demolition Plan		1/26/2018
E109	Electrical Demolition Plan		1/26/2018
E110	Electrical Demolition Plan		1/26/2018
E111	Electrical Demolition Plan		1/26/2018
E112	Enlarged Electrical Demolition Plan		1/26/2018
E200	Details	1	4/1/2019
E201	Partial Power & New Exit Sign - Bldg. 1		1/26/2018
E202	Partial Power & New Exit Sign - Bldg. 1		1/26/2018
E203	Partial Power - Bldg. 2		1/26/2018
E204	Partial Power - Bldg. 2		1/26/2018
E205	Partial Power - Bldg. 4		1/26/2018
E206	Partial Power - Bldg. 4		1/26/2018
E207	Partial Power - Bldg. 5		1/26/2018
E208	Partial Power - Bldg. 6		1/26/2018
E300	Fire Alarm Notes		1/26/2018
E301	Partial Fire Alarm Floor Plan - Bldg. 1	1	4/1/2019
E302	Partial Fire Alarm Floor Plan - Bldg. 1	1	4/1/2019
E303	Partial Fire Alarm Floor Plan - Bldg. 2	1	4/1/2019
E304	Partial Fire Alarm Floor Plan - Bldg. 2	1	4/1/2019
E305	Fire Alarm Floor Plan - Bldg. 3 - 1st Floor	1	4/1/2019
E306	Fire Alarm Floor Plan - Bldg. 3 - 2nd Floor	1	4/1/2019
E307	Partial Fire Alarm Floor Plan - Bldg. 4	1	4/1/2019
E308	Partial Fire Alarm Floor Plan - Bldg. 4	1	4/1/2019
E309	Fire Alarm Floor Plan - Bldg. 5	1	4/1/2019

E310	Fire Alarm Floor Plan - Bldg. 6	1	4/1/2019
E311	Partial Fire Alarm Floor plan - Bldg. 85 - 86		1/26/2018
E401	Enlarged Electrical Room	1	4/1/2019
E402	Enlarged Electrical Room	1	4/1/2019
E403	Enlarged Mechanical Room	1	4/1/2019
E404	Enlarged Electrical Room	1	4/1/2019
E405	Enlarged Mechanical Room	1	4/1/2019
E406	Enlarged Electrical Room	1	4/1/2019
E407	Enlarged Electrical Room	1	4/1/2019
E408	Enlarged Electrical Room		1/26/2018
E409	Enlarged Mechanical Room	1	4/1/2019
E410	Enlarged Electrical Room	1	4/1/2019
E411	Enlarged Electrical Room Elev / Sections	1	4/1/2019
E412	Enlarged Electrical Room	1	4/1/2019
E413	Enlarged Mechanical Room	1	4/1/2019
E420	Media Center & R.R. Existing Electrical	4	1/10/2020
E421	Media Center & R.R. RCP	1	4/1/2019
E422	Media Center & R.R. Power & Data Plan	1	4/1/2019
E500	Risers	1	4/1/2019
E501	Risers	1	4/1/2019
E502	Risers	1	4/1/2019
E600	Panels	1	4/1/2019
E601	Panels	1	4/1/2019
E602	Panels	1	4/1/2019
E603	Panels		1/26/2018
E604	Panels	1	4/1/2019
E605	Panels	1	4/1/2019
E606	Panels	1	4/1/2019

MECHANICAL

M001	Symbols Legend & Electrical Notes	1	4/1/2019
M100	Overall HVAC Demolition Floor Plan		1/26/2018
M101	Partial HVAC Demolition Floor Plan - Bldg. 1	1	4/1/2019
M102	Partial HVAC Demolition Floor Plan - Bldg. 1	1	4/1/2019
M103	Partial HVAC Demolition Floor Plan - Bldg. 2		1/26/2018
M104	Partial HVAC Demolition Floor Plan - Bldg. 2		1/26/2018
M105	Partial HVAC Demolition Floor Plan - Bldg. 4		1/26/2018
M106	Partial HVAC Demolition Floor Plan - Bldg. 4		1/26/2018
M107	HVAC Demolition Floor Plan - Bldg. 5		1/26/2018
M108	HVAC Demolition Floor Plan - Bldg. 6		1/26/2018
M201	Partial New Work - HVAC Floor Plan - Bldg. 1		1/26/2018
M202	Partial New Work - HVAC Floor Plan - Bldg. 1		1/26/2018
M203	Partial New Work - HVAC Floor Plan - Bldg. 2		1/26/2018
M204	Partial New Work - HVAC Floor Plan - Bldg. 2		1/26/2018

M205	Partial New Work - HVAC Floor Plan - Bldg. 4		1/26/2018
M206	Partial New Work - HVAC Floor Plan - Bldg. 4		1/26/2018
M207	New Work - HVAC Floor Plan - Bldg. 5		1/26/2018
M208	New Work - HVAC Floor Plan - Bldg. 6		1/26/2018
M301	Enlarged Mechanical Room		1/26/2018
M302	Enlarged Mechanical Room		1/26/2018
M303	Enlarged Mechanical Room		1/26/2018
M304	Enlarged Mechanical Room		1/26/2018
M305	Enlarged Mechanical Room		1/26/2018
M306	Enlarged Mechanical Room		1/26/2018
M307	Enlarged Mechanical Room		1/26/2018
M308	Enlarged Mechanical Room		1/26/2018
M309	Enlarged Mechanical Room		1/26/2018
M310	Enlarged Mechanical Room	1	4/1/2019
M311	Enlarged Mechanical Room	1	4/1/2019
M312	Enlarged Mechanical Room	1	4/1/2019
M313	Enlarged Mechanical Room	1	4/1/2019
M314	Enlarged Mechanical Room	1	4/1/2019
M401	AHU Schematics	1	4/1/2019
M402	AHU Schematics	1	4/1/2019
M402a	Sequence of Operations	1	4/1/2019
M402b	Sequence of Operations	1	4/1/2019
M403	Sequence of Operations	1	4/1/2019
M403a	Sequence of Operations	1	4/1/2019
M404	Sequence of Operations	1	4/1/2019
M405	Sequence of Operations	1	4/1/2019
M406	Sequence of Operations	1	4/1/2019
M407	Sequence of Operations	1	4/1/2019
M501	Schedules		1/26/2018
M502	Schedules		1/26/2018
M503	Schedules		1/26/2018
M504	Schedules		1/26/2018
M505	Schedules		1/26/2018
M506	Schedules		1/26/2018
M507	Schedules		1/26/2018
M701	Details	1	4/1/2019
M702	Details		1/26/2018

FIRE PROTECTION

FP001	Symbols Legend & Electrical Notes		1/26/2018
FP201	Partial Fire Protection Floor Plan - Bldg. 4	1	4/1/2019
FP202	Partial Fire Protection Floor Plan - Bldg. 4	1	4/1/2019
FP301	Details	1	4/1/2019
FP302	Details		1/26/2018

PLUMBING

P001	Symbols Legend & Electrical Notes	1/26/2018
P100	Overall Plumbing Floor Plan - Bldg. 2	1/26/2018
P201	Enlarged Plumbing Floor Plan - Demolition	1/26/2018
P202	Enlarged Plumbing Floor Plan - Proposed	1/26/2018
P301	Details	1/26/2018

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 & Windows
- Division 9 - Finishes
- Division 10 - Specialties
- Division 11 - Equipment
- Division 13 - Special Construction
- Division 15 - Mechanical
- Division 16 - Electrical
- Division 17 - Communications

ARTICLE 3. CONTRACT SUM

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

Dollars \$6,617,196.00

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.

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

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

5.02 **Final Completion:**

5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

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

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

5.03 **Liquidated Damages for Final Completion:**

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

\$ 500
Five Hundred Dollars

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

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

Each Milestone

Five Hundred Dollars \$500.00 per day

- 5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.
- 5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:
- 5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
- 5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
- 5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
- 5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
- 5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

ARTICLE 6. TIME AND DELAYS.

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any

act or omission of Contractor in completion of the Project within the time specified above.

- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
 - 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
 - 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
 - 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
 - 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
 - 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
 - 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
 - 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
 - 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 7. CONTRACT BONDS

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company

acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.

- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

ARTICLE 8. NOTICES

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

Party:	Address:	
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida	2301 NW 26th Street Ft. Lauderdale, FL 33311 Attn: Jak Bicaci
	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
Surety's Agent:	Travelers Casualty and Surety Company of America	One Tower Square Hartford, CT 06183

- 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, The BEC Group Services, Inc., and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

ATTEST:

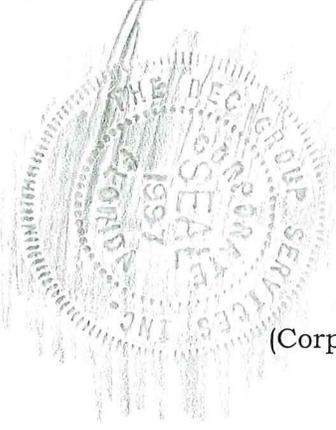
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content



Office of the General Counsel



CONTRACTOR

(Corporate Seal)

THE BEC GROUP SERVICES, INC.

[Signature]

By [Signature]
Francisco A. Espinosa, President

_____, Secretary

[Signature] Or -

Witness

[Signature]

Witness

CONTRACTOR NOTARIZATION

STATE OF Florida.
COUNTY OF Miami-Dade.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 09-04-20 (date) by Francisco Espinosa (name of officer or agent, title of officer or agent) of The Bec Group Services, Inc. (name of corporation acknowledging) , a Florida. (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

[Signature]
Notary Public

CESAR VIDAL

Name typed, printed or stamped



My Commission Expires: 04-27-2024

SURETY ACKNOWLEDGMENT

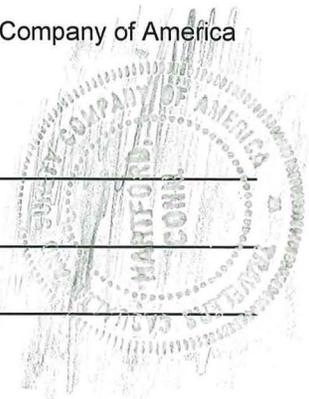
The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and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

SURETY: Travelers Casualty and Surety Company of America

[Signature]
[Signature]

By: [Signature]
David T. Satine
Its: Attorney-In-Fact

Date: August 31st, 2020



STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 08/31/2020 (date) by David T. Satine (name of officer or agent, title of officer or agent) of Travelers Casualty and Surety Company of America (name of corporation acknowledging) , a Connecticut (state or place of incorporation) corporation, on behalf of the corporation. He/ she is personally known to me or has produced Personally Known (type of identification) as identification.

[Signature]
Notary Public

[Notary Seal]

DOREEN SHEARIN
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG204905
MY COMMISSION EXPIRES APR. 11, 2022

Doreen Shearin
Name typed, printed or stamped

My Commission Expires: April 11th, 2022

END OF DOCUMENT



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

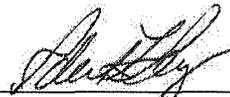
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T SATINE** of **MIAMI LAKES Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

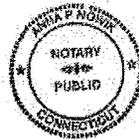
City of Hartford ss.

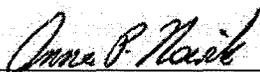
By: 
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

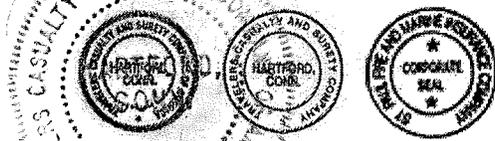
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

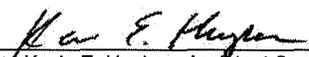
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **August**, 2020




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.