



**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<sup>th</sup> 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.:	19-169C
Project No:	P.001686
Location No.:	0343
Project Title:	SMART Program Renovations
Facility Name:	Attucks Middle School

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

1. Fire Sprinkler Protection system - Buildings 1 & 2 including, but not limited to a new Fire Water Line & double detector check valve.
2. HVAC improvement including but not limited to chiller replacement, DDC controls, demo of pneumatic control system, new VFDs, new compressor and condenser/AHU's.
3. Electrical improvement including but not limited to replacement of walkway lighting and building mounted lighting, replacement of main switchgear, lighting panel board and associated feeders, transformers.
4. Replacement of Fire Alarm System with voice evacuation type system

Constructed pursuant to drawings, specifications and other design documents prepared by FICE Design (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>
COVER	COVER SHEET		
DRAWING INDEX	DRAWINGS INDEX		
G000	PHASING, SCOPE OF WORK AND SWING SPACE PLAN		
G001	GENERAL NOTES		
C100	WATER AND SEWER PLAN		
C101	WATER AND SEWER PLAN		
C102	WATER AND SEWER ENLARGED PLAN		
C600	WATER AND SEWER DETAILS		
C601	WATER AND SEWER DETAILS		
C602	FENCE DETAILS		
C603	WATER AND SEWER DETAILS		
S000	GENERAL NOTES		
S600	STRUCTURAL DETAILS		

M000	LEGEND AND ABBREVIATIONS- MECHANICAL
M001	GENERAL NOTES - MECHANICAL
M002	FIRE PROTECTION DIAGRAM
M100	SITE PLAN- MECHANICAL
M201	OVERALL FLOOR PLAN - MECHANICAL
1M201	BLDG 1 FLOOR PLAN - MECHANICAL
2M201A	BLDG 2 PARTIAL FLOOR PLAN A - MECHANICAL
2M201B	BLDG 2 PARTIAL FLOOR PLAN B - MECHANICAL
2M201C	BLDG 2 PARTIAL FLOOR PLAN C - MECHANICAL
2M201D	BLDG 2 PARTIAL FLOOR PLAN D - MECHANICAL
2M201E	BLDG 2 PARTIAL FLOOR PLANE - MECHANICAL
2M201F	BLDG 2 PMTIAL FLOOR PLAN F - MECHANICAL
2M201G	BLDG 2 PARTJALFLOOR PLAN G - MECHANICAL
2M201H	BLDG 2 PARTIAL FLOOR PLAN H - MECHANICAL
7M201	BLDG 7 FLOOR PLAN - MECHANICAL
8M201A	BLDG 8 PARTIAL 1STFLOOR PLAN A - MECHANICAL
8M201B	BLDG 8 PARTIAL 1ST FLOOR PLAN B MECHANICAL
8M202A	BLDG S PARTIAL 2ND FLOOR PLAN A MECHANICAL
8M202B	BLDG 8 PARTIAL 2ND FLOOR PLAN B - MECHANICAL
2MD401A	BLDG 2 PARTIAL ROOF DEMO PLAN A - MECHANICAL
2M401A	BLDG 2 PARTIAL ROOF PLAN A - MECHANICAL
M500	ENLARGED PLANS - MECHANICAL
M501	ENLARGED PLANS - MECHANICAL
M600	DETAILS - MECHANICAL
M601	DETAILS - MECHANICAL
M602	DETAILS - MECHANICAL
M700	CHILLED WATER FLOW SCHEMATIC-MECHANICAL
M800	SCHEDULES - MECHANICAL
M801	SCHEDULES - MECHANICAL
M802	SCHEDULES - MECHANICAL
M803	SCHEDULES - MECHANICAL
M804	SCHEDULES - MECHANICAL
M805	SCHEDULES - MECHANICAL
M806	SCHEDULES - MECHANICAL

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M807	SCHEDULES - MECHANICAL
M900	CONTROL SCHEMATIC - MECHANICAL
M901	CONTROL SCHEMATIC - MECHANICAL
M902	CONTROL SCHEMATIC - MECHANICAL
M903	CONTROL SCHEMATIC - MECHANICAL
M904	CONTROL SCHEMATIC - MECHANICAL
M905	CONTROL SCHEMATIC - MECHANICAL
M906	CONTROL SCHEMATIC - MECHANICAL

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FP000	LEGEND AND ABBREVIATIONS - FIRE PROTECTION
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FP001	GENERAL NOTES -FIRE PROTECTION
FP100	SITE PLAN - FIRE PROTECTION
FP101	ENLARGED SITE PLAN - FIRE PROTECTION
FP201	OVERALL FLOOR PLAN - FIRE PROTECTION
1FP201-HZ	BLDG 1 FLOOR PLAN - FIRE PROTECTION HAZARD CLASSIFICATION
1FP201	BLDG 1 FLOOR PLAN - FIRE PROTECTION
2FP201-HZ	BLDG 2 FLOOR PLAN - FIRE PROTECTION HAZARD CLASSIFICATION
2FP201	BLDG 2 FLOOR PLAN - FIRE PROTECTION
2FP201A	BLDG 2 PARTIAL FLOOR PLAN A - FIRE PROTECTION
2FP201B	BLDG 2 PARTIAL FLOOR PLAN B - FIRE PROTECTION
2FP201C	BLDG 2 PARTIAL FLOOR PLAN C - FIRE PROTECTION
2FP201D	BLDG 2 PARTIAL FLOOR PLAN D - FIRE PROTECTION
2FP201E	BLDG 2 PARTIAL FLOOR PLAN E - FIRE PROTECTION
2FP201F	BLDG 2 PARTIAL FLOOR PLAN F - FIRE PROTECTION
2FP201G	BLDG 2 PARTIAL FLOOR PLAN G - FIRE PROTECTION
2FP201H	BLDG 2 PARTIAL FLOOR PLAN H - FIRE PROTECTION
FP600	DETAILS - FIRE PROTECTION
FP601	DETAILS - FIRE PROTECTION
E000	LEGEND AND ABBREVIATIONS - ELECTRICAL
E001	GENERAL NOTES- ELECTRICAL
E100	OVERALL BUILDING PLAN CANOPY LIGHTING REPLACEMENT
E101A	CANOPY LIGHTING REPLACEMENT
E101B	CANOPY LIGHTING REPLACEMENT
E101C	CANOPY LIGHTING REPLACEMENT
E101D	CANOPY LIGHTING REPLACEMENT
E101E	CANOPY LIGHTING REPLACEMENT
E101F	CANOPY LIGHTING REPLACEMENT
ED200	OVERALL FLOOR PLAN - ELECTRICAL DEMOLITION
1ED201	BLDG 1 FLOOR PLAN - ELECTRICAL DEMOLITION
2ED201A	BLDG 2 PARTIAL FLOOR PLAN A - ELECTRICAL DEMOLITION
2ED201B	BLDG 2 PARTIAL FLOOR PLAN B - ELECTRICAL DEMOLITION
2ED201C	BLDG 2 PARTIAL FLOOR PLAN C - ELECTRICAL DEMOLITION
2ED201D	BLDG 2 PARTIAL FLOOR PLAN D - ELECTRICAL DEMOLITION
2ED201E	BLDG 2 PARTIAL FLOOR PLAN E - ELECTRICAL DEMOLITION
2ED201F	BLDG 2 PARTIAL FLOOR PLAN F - ELECTRICAL DEMOLITION
2ED201G	BLDG 2 PARTIAL FLOOR PLAN G - ELECTRICAL DEMOLITION
2ED201H	BLDG 2 PARTIAL FLOOR PLAN H - ELECTRICAL DEMOLITION
7ED201	BLDG 7 FLOOR PLAN - ELECTRICAL DEMOLITION
8ED201A	BLDG 8 PARTIAL 1ST FLOOR PLAN A - ELECTRICAL DEMOLITION
8ED202A	BLDG 8 PARTIAL 2ND FLOOR PLAN A - ELECTRICAL DEMOLITION
E201	OVERALL FLOOR PLAN - ELECTRICAL
1E201	BLDG 1 FLOOR PLAN ELECTRICAL
2E201A	BLDG 2 PARTIAL FLOOR PLAN A - ELECTRICAL
2E201B	BLDG 2 PARTIAL FLOOR PLAN B - ELECTRICAL
2E201C	BLDG 2 PARTIAL FLOOR PLAN C - ELECTRICAL
2E201D	BLDG 2 PARTIAL FLOOR PLAN D - ELECTRICAL

2E201E BLDG 2 PARTIAL FLOOR PLAN E - ELECTRICAL  
2E201F BLDG 2 PARTIAL FLOOR PLAN F - ELECTRICAL  
2E201G BLDG 2 PARTIAL FLOOR PLAN G - ELECTRICAL  
2E201H BLDG 2 PARTIAL FLOOR PLAN H - ELECTRICAL  
7E201 BLDG 1 FLOOR PLAN - ELECTRICAL  
8E201A BLDG 8 PARTIAL 1ST FLOOR PLAN A - ELECTRICAL  
8E202A BLDG 8 PARTIAL 2ND FLOOR PLAN A - ELECTRICAL  
E501 ENLARGED PLANS - ELECTRICAL  
E502 ENLARGED PLANS - ELECTRICAL  
E503 ENLARGED PLANS - ELECTRICAL  
E504 ENLARGED PLANS - ELECTRICAL  
E505 ENLARGED PLANS - ELECTRICAL  
E506 ENLARGED PLANS - ELECTRICAL  
E507 ENLARGED PLANS - ELECTRICAL  
E508 ENLARGED PLANS - ELECTRICAL  
E509 ENLARGED PLANS - ELECTRICAL  
E509A ENLARGED PLANS - ELECTRICAL  
E510 ENLARGED PLANS - ELECTRICAL  
E511 ENLARGED PLANS - ELECTRICAL  
E512 ENLARGED PLANS - ELECTRICAL  
E513 ENLARGED PLANS - ELECTRICAL  
E514 ENLARGED PLANS - ELECTRICAL  
E515 ENLARGED PLANS - ELECTRICAL  
E516 ENLARGED PLANS - ELECTRICAL  
E517 ENLARGED PLANS - ELECTRICAL  
E600 DETAILS - ELECTRICAL  
E700 ELECTRICAL ONE LINE DIAGRAM - PARTIAL  
E701 ELECTRICAL ONE LINE DIAGRAM - PARTIAL  
E702 ELECTRICAL ONE LINE DIAGRAM - PARTIAL  
E703 ELECTRICAL ONE LINE DIAGRAM - PARTIAL  
E704 ELECTRICAL ONE LINE DIAGRAM - PARTIAL  
E705 ELECTRICAL ONE LINE DIAGRAM - PARTIAL  
E706 ELECTRICAL ONE LINE DIAGRAM - PARTIAL  
E707 ELECTRICAL ONE LINE DIAGRAM - PARTIAL  
E800 SCHEDULES - ELECTRICAL  
E801 SCHEDULES - ELECTRICAL  
E802 SCHEDULES - ELECTRICAL  
E803 SCHEDULES - ELECTRICAL  
E804 SCHEDULES - ELECTRICAL  
E805 SCHEDULES - ELECTRICAL  
E806 SCHEDULES - ELECTRICAL  
E807 SCHEDULES - ELECTRICAL  
E808 SCHEDULES - ELECTRICAL  
E809 SCHEDULES - ELECTRICAL  
E810 SCHEDULES - ELECTRICAL  
E811 SCHEDULES - ELECTRICAL  
E812 SCHEDULES - ELECTRICAL

E813	SCHEDULES - ELECTRICAL
E814	SCHEDULES - ELECTRICAL
E815	SCHEDULES - ELECTRICAL
E816	SCHEDULES - ELECTRICAL
E817	SCHEDULES - ELECTRICAL
E818	SCHEDULES - ELECTRICAL
E819	SCHEDULES - ELECTRICAL
E820	SCHEDULES - ELECTRICAL
FA000	LEGEND AND ABBREVIATIONS - FIRE ALARM
FA100	SITE PLAN - FIRE ALARM
FAD200	OVERALL FLOOR PLAN - FIRE ALARM DEMOLITION
1FAD201	BLDG 1 FLOOR PLAN - FIRE ALARM DEMOLITION
2FAD201A	BLDG 2 PARTIAL FLOOR PLAN A - FIRE ALARM DEMOLITION
2FAD201B	BLDG 2 PARTIAL FLOOR PLAN B - FIRE ALARM DEMOLITION
2FAD201C	BLDG 2 PARTIAL FLOOR PLAN C - FIRE ALARM DEMOLITION
2FAD201D	BLDG 2 PARTIAL FLOOR PLAN D - FIRE ALARM DEMOLITION
2FAD201E	BLDG 2 PARTIAL FLOOR PLAN E - FIRE ALARM DEMOLITION
2FAD201F	BLDG 2 PARTIAL FLOOR PLAN F - FIRE ALARM DEMOLITION
2FAD201G	BLDG 2 PARTIAL FLOOR PLAN G - FIRE ALARM DEMOLITION
2FAD201H	BLDG 2 PARTIAL FLOOR PLAN H - FIRE ALARM DEMOLITION
4567FAD201	BLDG 4, 5, 6 AND 7 FLOOR PLAN - FIRE ALARM DEMOLITION
8FAD201A	BLDG 8 PARTIAL 1ST FLOOR PLAN A - FIRE ALARM DEMOLITION
8FAD201B	BLDG 8 PARTIAL 1ST FLOOR PLAN B - FIRE ALARM DEMOLITION
8FAD202A	BLDG 8 PARTIAL 2ND FLOOR PLAN A - FIRE ALARM DEMOLITION
8FAD202B	BLDG 8 PARTIAL 2ND FLOOR PLAN B - FIRE ALARM DEMOLITION
FA200	OVERALL FLOOR PLAN - FIRE ALARM
1FA201	BLDG 1 FLOOR PLAN - FIRE ALARM
2FA201A	BLDG 2 PARTIAL FLOOR PLAN A - FIRE ALARM
2FA201B	BLDG 2 PARTIAL FLOOR PLAN B - FIRE ALARM
2FA201C	BLDG 2 PARTIAL FLOOR PLAN C - FIRE ALARM
2FA201D	BLDG 2 PARTIAL FLOOR PLAN D - FIRE ALARM
2FA201E	BLDG 2 PARTIAL FLOOR PLAN E - FIRE ALARM
2FA201F	BLDG 2 PARTIAL FLOOR PLAN F - FIRE ALARM
2FA201G	BLDG 2 PARTIAL FLOOR PLAN G - FIRE ALARM
2FA201H	BLDG 2 PARTIAL FLOOR PLAN H - FIRE ALARM
4567FA201	BLDG 4, 5, 6 AND 7 FLOOR PLAN - FIRE ALARM
8FA201A	BLDG 8 PARTIAL 1ST FLOOR PLAN A - FIRE ALARM
8FA201B	BLDG 8 PARTIAL 1ST FLOOR PLAN B - FIRE ALARM
8FA202A	BLDG 8 PARTIAL 2ND FLOOR PLAN A - FIRE ALARM
8FA202B	BLDG 8 PARTIAL 2ND FLOOR PLAN B - FIRE ALARM
FA700	PARTIAL RISER DIAGRAM - FIRE ALARM
FA701	PARTIAL RISER DIAGRAM - FIRE ALARM

2.03 The Project Manual:

- Division 00 – Procurement and Contracting Requirements
- Division 1 - General Requirements
- Division 2 - Site Work
- Division 3 - Concrete
- Division 4 - Masonry
- Division 5 - Metals
- Division 6 - Wood and Plastics
- Division 7 - Thermal & Moisture Protection
- Division 8 - Doors and Windows
- Division 9 - Finishes
- Division 10 – Specialties
- Division 13 - Special Construction
- Division 15 - Mechanical
- Division 16 – Electrical

**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 \$ 3,319,873.00

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:

**400 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:

**Required Substantial**

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

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**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:

<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: Pedro Nunez
	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:	THE BEC GROUP SERVICES INC.
	145 Madeira Ave, Suite 310 Coral Gables, FL 33134
Surety's Agent:	
Project Consultant:	FICE Design
	488 N. Federal Hwy Boynton Beach, FL 33435

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, 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

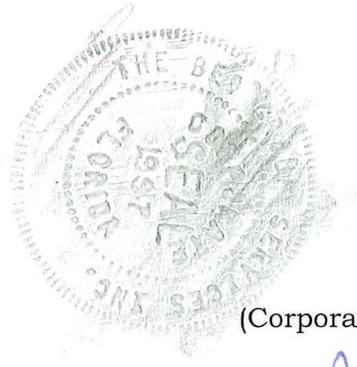
ATTEST:

\_\_\_\_\_  
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.**

By [Signature]

Francisco A. Espinosa, President

[Signature]

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 A. Espinosa, President of The BEC Group Services Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]

Notary Public

CESAR VIDAL

Name typed, printed or stamped

[Notary Seal]



**CESAR VIDAL**  
Commission # GG 981929  
Expires April 27, 2024  
Bonded Thru Budget Notary Services

My Commission Expires: 04-27-2024

Notary's Commission No.

**SURETY ACKNOWLEDGMENT**

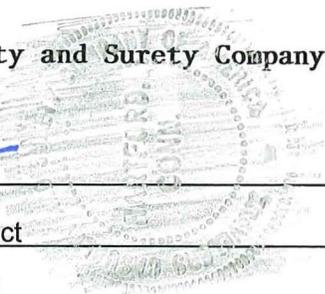
The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and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

**SURETY: Travelers Casualty and Surety Company of America**

[Signature]  
[Signature]

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

Date: August 31st, 2020

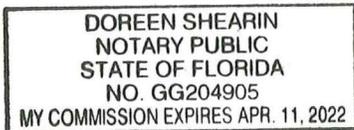


STATE OF Florida  
COUNTY OF Miami-Dade

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  
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**

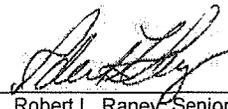
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and 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

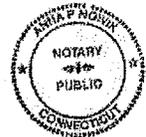
City of Hartford ss.

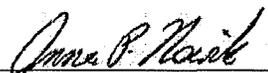
By:   
Robert L. Raney, Senior Vice President

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

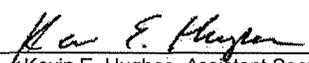
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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.**