



The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

EXHIBIT 2

(754) 321-0505

Document 00505: Notice of Intent

May 19, 2014

To: Mario L. Diaz
 Company Name D.A.C. Air Conditioning Corp.
 & Address: 12440 SW 128 Street
 Suite #6
 Miami, Fl 33186

Pick Up :

Please be advised that we will recommend to The School Board of Broward County, Florida, at its meeting on **June 9, 2014** that a contract be awarded to your firm for the project named below in the amount of **\$163,367**.

Project No: **P001464**
 Project Title: **Replace Rooftop A/C Units**
 Facility Name: **McArthur High School**

Pursuant to Document 00200, Instructions to Bidders, the contract must be executed by your firm in quadruplicate (with submittal of four copies of the required performance and payment bonds, certificates of insurance, and other post-award information listed below) within 20 calendar days from the date of your receipt (as established by delivery receipts or registered mail) of the Notice of Award (Document 00510).

This Notice of Intent, if awarded, is provided to you to facilitate and expedite the formal award and execution of your contract.

Attached to this Notice of Intent, if awarded, you will find copies of the following documents:

Number	Document Title
00520	Agreement Form
00600	Performance Bond Form
00610	Payment Bond Form
00700	Insurance Requirements Summary

The following documents are required in the bidding documents and must be executed and submitted in order to process your contract:

Number	Document Title
00425	Certificate of Intent
00433	Subcontractor List
00450	Request for Taxpayer Identification Number and Certification
00455	Background Screening of Contractual Personnel
01320	Initial Construction Schedule including phasing and durations according to the contract requirements.

- Shortened completion times or out of sequence schedules are unacceptable
- 00470 M/WBE Letter of Intent
- 00475 M/WBE Subcontractors Participating
- 00480 Unavailability Certificate (If necessary)
- 00620 Subcontractor Performance Bonds
- 00625 Subcontractor Payment Bonds
- 00700 Estimated Progress Payment schedule and Dollar/Time Graph (Article 9)
- 00700 Insurance Certificates indicating compliance with all coverage requirements including but not limited to General Liability, Auto Liability, Worker Compensation, Products/Completed Operations Liability, Professional Liability (If required), Builders Risk, and including listing The School Board of Broward County, Florida as additional insured.
- 00700 Article 26 – Workforce Composition Documentation
- Copies of Contractor and Subcontractor Licenses
- 01330 Submittal Schedule

The Agreement Form, Performance Bond Form and Payment Bond Form attached to this Notice of Intent, if awarded, are to be executed in quadruplicate by your surety. Please ensure that the corporate name appearing on each of the Agreement Form, Performance Bond, Payment Bond, and the Certificates of Insurance are precisely the same as that appearing on your corporate seal. Additionally, the dates appearing on the Agreement Form, Performance Bond and the Payment Bond (and the separate Power of Attorney documents attached to each of the Performance Bonds, Payment Bonds and Agreement Forms) must be the date of the meeting that The School Board of Broward County, Florida considers the Award of Contract as indicated above. Please be advised that all costs, if any, incurred by the contractor with providing these required documents shall be borne by the contractor. In the event that the Board does not award the contract, all documents shall be returned to the contractor.

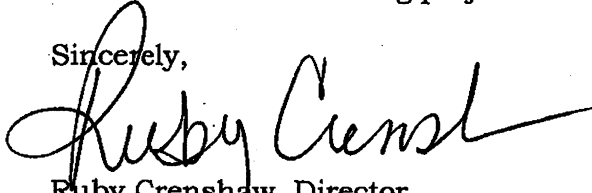
The required insurance coverage and subcontractor bonds are included in Document 00700. These documents must be submitted as indicated below.

Other post-award submittals as listed above and otherwise required by **Article 11 of Document 00200, Instructions to Bidders**, should be delivered in quadruplicate to the Supply Management & Logistics Department not later than 20 days from the date of your receipt of Notice. The Owner will not issue a Notice to Proceed (NTP) or conduct the Preconstruction Conference until it has received, reviewed and approved (where specified) all post-award submittals. No extensions of contract time or sum shall accrue to the Contractor for any such failure of the Contractor to submit said post-award submittals.

The project site will be made available to you, and your contract will commence after the formal contract signing, signature of the Contract by the Chairperson and Secretary of The School Board of Broward County, Florida and your receipt of Document 00550, Notice to Proceed.

Submit your documents to Denis Herrmann, Manager, Design & Construction Contracts. If you have any questions concerning the attached documents or other matters related to the execution of the contract, please contact Denis Herrmann, Manager, Design & Construction Contracts at (754) 321-0544. We are looking forward to working with your Firm towards a successful and rewarding project.

Sincerely,



Ruby Crenshaw, Director
Supply Management & Logistics Department
RC/DH/PK:kb

off PK

Attachments:

- Document 00520, Agreement Form (Four Copies of Signature Pages Only)
- Document 00600, Performance Bond Form (Four Copies)
- Document 00610, Payment Bond Form (Four Copies)

Copies:

- Todd Lapace, Principal, McArthur High School
- Shelley Meloni, Task Assigned Chief Facilities & Construction Officer
- Denis Herrmann, Manager, Design and Construction Contracts
- Sonja Coley, Senior Project Manager
- Frank Girardi, Project Manager III
- Danny Rodriguez, Project Consultant
- Robert Hamberger, Chief Building Official
- Project File

00520
Agreement Form

THIS AGREEMENT made and entered into this 20th day of May, 2014 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

D.A.C. Air Conditioning Corp.

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

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

Replace Rooftop A/C Units

0241 - P001464

At

McArthur High School

Constructed pursuant to drawings, specifications and other design documents prepared by

Gartek Engineering Corp.

(Hereinafter referred to as "**Project Consultant**").

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

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

ARTICLE 1. ENTIRE AGREEMENT

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

ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.

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

2.02 The Drawings:

Drawing Number	Drawing Title
M-1	General Mechanical - Notes
M-2	Schedules
M-3	Demolition Plan – Building 1
M-4	Demolition Plan – Building - 20
M-5	Mechanical Roof Plan – Building – 1
M-6	Mechanical Roof Plan – Building – 20
M-7	Controls
M-8	Details
E-1	General Electrical Notes
E-2	Electrical Roof Plan – Building - 1
E-3	Electrical Roof Plan – Building - 20
S-1	Roof Framing Plan Structural – Building - 1
S-2	Roof Framing Plan Structural – Building 20
S-3	Structural Sections

2.03 The Project Manual:

Document Number	Document Title	Number of Pages
00001	Project Title Page	1
00002	Project Directory	1
00006	Professional Seals Page	2
00007	Davis Bacon Act Notice	10
00008	Prequalification of Contractors Notice	1
00009	Background Screening of Contractual Personnel	1
00010	Table of Contents	5
00015	List of Drawings	1
00101	Advertisement for Bids	2
00200	Instructions to Bidders	21
BDBP-400-04	Shop Drawings and Product Approvals	6
00215	Application for Bidding Documents	2
00220	Bidder's Request for Information	1
00225	Bidder's Substitution Request	2
00300	Information Available to Bidders	3

00300a	School Board Calendar	1
00410	Bid Form	4
00420	Bid Security Form	2
00425	Certificate of Intent	1
00433	Subcontractors List	2
00435	Schedule of Values	11
00450	W-9 Request for Taxpayer Identification Number and Certification	4
00455	Background Screening of Contractual Personnel	4
00457	Drug-Free Workplace Certification	2
00467	Supplier Diversity & Outreach Program Requirements	8
00470	Letter of Intent: M/WBE Subcontractor Participation	1
00475	Summary: M/WBE Subcontractors Participating	1
00480	Unavailability Certification: M/WBE Subcontractors Participating	1
00485	Monthly M/WBE Subcontractor Utilization Report	3
00505	Notice of Intent	3
00510	Notice of Award	3
00520	Agreement Form	15
00550	Notice to Proceed - Permitting	2
00550	Notice to Proceed - Construction	3
00600	Performance Bond Form	3
00610	Payment Bond Form	2
00620	Subcontractor's Performance Bond	4
00625	Subcontractor's Payment Bond	4
00630	Performance Bond Rider	2
00635	Payment Bond Rider	2
00640	General Release and Full Release of Lien	2
00700	General Conditions of the Contract	50
00800	Supplementary Conditions of the Contract	1
00910	Addenda	2

Division 1 -- General Requirements

01110	Summary of Work	4
01250	Contract Modification Procedures	7
01250a	Proposal Request	1
01250b	Change Order Request (Proposal)	1
01250c	Proposal Worksheet Detail	1
01250d	Proposal Worksheet Summary	1
01250e	Construction Change Directive	1
01250f	Project Consultant's Supplemental Instructions	1
01250g	Construction Change Order Form	1
01270	Unit Prices	3
01290	Payment Procedures	3
01290a	Application for Payment	2
01295	Direct Owner Purchasing Program	4
01310	Project Management and Coordination	8
01310a	Contractor's Request for Information	1
01310b	Transmittal	1
01320	Construction Progress Documentation	11

01320a	Weekly Progress Report	1
01320b	Periodic Observation Report	1
01320c	Non-Conforming Work Notice	1
01321	Construction Schedule Critical Path Method (CPM)	7
01330	Submittal Procedures	9
01330a	Submittal Form	1
01340	Shop Drawings, Product Data, and Samples	4
01350	Special Procedures	5
01410	Regulatory Requirements	4
01430	Quality Assurance	5
01450	Quality Control	6
01510	Temporary Utilities	6
01520	Construction Facilities	5
01530	Temporary Construction	5
01540	Construction Aids	2
01630	Product Substitution Procedures	4
01630a	Contractor's Substitution Request	2
01663	Product Delivery, Storage and Handling Requirements	3
01700	Contract Closeout	2
01710	Examination	3
01720	Preparation	6
01730	Execution	8
01735	Operation and Maintenance Data	2
01740	Cleaning	4
01745	Warranties	2
01750	Starting and Adjusting	2
01760	Protection of Installed Construction	2
01770	Closeout Procedures	7
01770a	Contractor's Request for Substantial Completion Inspection	1
01770b	Project Consultant's Notification of Readiness for Substantial Completion Inspection	1
01770c	SF 727: Substantial Completion Inspection	1
01770d	SF 728: Substantial Completion Punch List	1
01770e	Project Consultant's Letter Establishing Substantial Completion Date	1
01770f	Contractor's Request for Final Completion Inspection	1
01770g	Project Consultant's Notification of Readiness for Final Completion Inspection	1
01770h	Project Consultant's Letter Establishing Final Completion Date	1
01780	Closeout Submittals	15
01820	Demonstration and Training	2
01820a	Contractor's Demonstration and Training Attendance Log	1

Division 2 -- Site Work

02070	Minor Demolition for Remodeling	5
02931	Sodding	9

Division 3 -- Concrete

03305	Cast-In-Place Concrete and Reinforcement	8
03700	Concrete Repair	5

Division 4 -- Masonry

04200	Unit Masonry	13
04230	Reinforced Unit Masonry	5
04530	Masonry Patchwork	2

Division 5 -- Metals

05120	Structural Steel	7
05500	Metal Fabrications	8

Division 6 -- Wood & Plastics

Not Used

Division 7 -- Thermal & Moisture Protection

07220	Roof Insulation	7
07270	Firestopping and Smoke Barrier Caulking	8
07551	Modified Bitumen Roofing (Torch Application)	15
07600	Flashing and Sheet Metal	10
07724	Prefabricated Curbs	2
07920	Joint Sealants	5

Division 8 -- Doors & Windows

Not Used

Division 9 -- Finishes

09220	Portland Cement Plaster (Stucco)	12
09900	Painting	18
09910	Remedial Painting	12

Division 10 -- Specialties

Not Used

Division 11 -- Equipment

Not Used

Division 12 -- Furnishings

Not Used

Division 13 -- Special Construction

13100	Lightning Protection	5
13845	Fire Alarm System	21

Division 14 -- Conveying Systems

Not Used

Division 15 -- Mechanical

See Specifications on Drawings M-01 through M-08

Division 16 -- Electrical

See Specifications on Drawings E-01 through E-03

Division 17 -- Communications

Not Used

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 fixed price of:

One Hundred Sixty Three Thousand Three Hundred Sixty Seven Dollars \$ 163,367

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 obtain Building Permit and all other required permits on or before:

30 Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Permitting.

4.03.02 The Contractor shall accomplish Substantial Completion of the Work on or before:

90 Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Construction.

4.03.03 In the event the Work involves more than one phase, and then the commencement and Substantial Completion dates for each phase are as follows:

Phase	Commencement Date:	Required Substantial Completion Date
N/A		

4.04 Liquidated Damages for Substantial Completion:

4.04.01 The Contractor shall pay the Owner the sum of:

One Thousand Dollars \$1,000

Per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion.

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

Phase N/A	_____ Dollars \$ _____
Phase	_____ Dollars \$ _____
Phase	_____ Dollars \$ _____

4.04.03 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.

- 4.04.04 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.
- 4.04.05 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 60 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

Five Hundred Dollars \$ 500.00

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 phase; the final completion date and liquidated damages amount for each phase shall be as follows:

Phase N/A	_____ Dollars	\$ _____
Phase	_____ Dollars	\$ _____
Phase	_____ Dollars	\$ _____

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:	The School Board of Broward County, Florida 33311
	7720 W. Oakland Park Blvd. Suite 323 Sunrise, FL 33351 ATTN: Denis Herrmann, Manager Design & Construction Contracts
Contractor:	D.A.C. Air Conditioning Corp.
	12440 SW 128 th Street Suite #6 Miami, Fl 33186 ATTN: Mario L. Diaz, President
Surety:	Westchester Fire Insurance Co.
	436 Walnut Street Philadelphia, PA 19106
Surety's Agent:	Brown & Brown Inc.
	14900 N.W. 79 th Court Suite 200 Miami, Lakes, FL 33016 ATTN: Ramon Rodriguez
Project Consultant:	Gartek Engineering Corp.
	7210 SW 39 th Terr. Miami, Fl 33155 ATTN: Robert L. Betancourt, President

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

In witness thereof, the said contractor, D.A.C. Air Conditioning 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

CONTRACTOR

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

D.A.C. Air Conditioning Corp.

SEAL

SEAL

By:

Robert W. Runcie
Superintendent of Schools

By:

Mario L. Diaz, President

Witness or Attest Secretary (Contractor)

By: _____
(Printed Name and Title)

Approved as to Form and Legal Content By:

Office of the General Counsel

CONTRACTOR NOTARIZATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____
by _____ of _____,
and, _____ of _____, on
behalf of the Contractor.

_____, and, _____ are personally known to
me or produced _____ as identification and did/did not first take
an oath.

My commission expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

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:

By: _____
Its: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____
by _____ of _____, on
behalf of the Surety.

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

My commission expires:

(SEAL)

Signature - Notary Public

Printed Name of Notary

Notary's Commission No.

END OF DOCUMENT



The School Board of Broward County, Florida
 Supply Management & Logistics Department
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351

(754) 321-0505

Document 00600: Performance Bond Form

Project No. & **P001464**
 Location No.: **0241**
 Project Title: **Replace Rooftop A/C Units**
 Facility Name: **McArthur High School**
 Facility
 Address: **6801 Hollywood Blvd. Hollywood, Florida 33024**

Description of Project:

KNOW ALL PERSONS BY THESE PRESENTS, that

Address
 Phone

As Principal, and

Address
 Phone

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto the School Board of Broward County, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

Dollars \$

(Written Amount)

(Figures)

good and lawful money of the United States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal did on

enter into a Contract with the said The School Board of Broward County, Florida, a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

To which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The School Board of Broward County, Florida that these presents should be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless School Board of Broward County, Florida against and from all costs, expenses, damages, injury, or that are imposed by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said Principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

In the event that the Principal shall fail to comply fully with, carry out and perform the terms and conditions of said specifications, proposal, plans, guarantees and contract documents therein referred to and made a part hereof, and the Surety shall have failed to correct such default(s) within a reasonable time after written demand by the Owner, the Owner shall be entitled to enforce any remedy against the Surety, available to the Owner. Such remedies shall include but not be limited to, the recovery of consequential damages for the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; such liquidated damages as the contract may provide; additional legal, design professional and delay costs resulting from the Principal's default and/or resulting from the actions or inactions or failure to act of the Surety; actual damages caused by delayed performance or non-performance of the Principal and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications.

Principal shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. Changes in the Construction Contract shall not release the surety. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Principal.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued or as provided by Florida Law, whichever is greater.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in quintuplicate, at Fort Lauderdale, Broward County, Florida, this

_____ day of _____,

Principal:

By: (Signature) _____

SEAL

Surety:

By: (Signature) _____

SEAL

Address:

NOTE: PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



**The School Board of Broward County, Florida
 Supply Management & Logistics Department
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351**

(754) 321-0505

Document 00610: Payment Bond Form

Project No. & **P001464**
 Location No.: **0241**
 Project Title: **Replace Rooftop A/C Units**
 Facility Name: **McArthur High School**
 Facility
 Address: **6801 Hollywood Blvd. Hollywood, Florida 33024**

Description of Project:

BY THIS BOND, pursuant to Section 255.05, Florida Statutes,

We, _____, as Principal, located at <address>
 <phone> and _____, a corporation, as Surety,
 located at <address> <phone> are bound to The School Board of Broward County, Florida,
 herein called "Owner", in the sum of :

Dollars \$

(Written Amount)

(Figures)

For the payment of which we bind ourselves, our heirs, personal representatives,
 successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, services and/or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the contract dated,

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract referred to in paragraph 1 of this bond;

Then this bond is void; otherwise, it remains in full force and effect.



The School Board of Broward County, Florida
Supply Management & Logistics Department
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Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Claimants to this bond must adhere to the notice and time limitation provisions of Section 255.05(2), Florida Statutes.

Dated on:

Principal:

By(Signature)

SEAL

Surety:

By: (Signature)

As Attorney in Fact

SEAL

NOTE; THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA