

CONTRACT AWARD DETAILS CONSTRUCTION

Contract Number: **FY23-173**
 Contract Title: **Construction Services Minor Projects (CSMP) FENCING**
 Procurement Method: **Invitation to Bid (ITB)**
 Contract Value: **\$5,000,000**

 Contract Start Date: **12/13/2022**
 Contract Expiration Date: **12/12/2025**
 Renewal Options: **Two 1-year Periods**

Broward County School Board End Users and Point of Contact Information for this project:

Procurement Department	
For contract, pricing, fulfillment, quality concerns or questions email:	For purchase order processing, requisition, purchase order status questions or concerns email:
Edgar Lugo / (754) 321-0508 Edgar.lugo@browardschools.com	Mark Cohen / (754) 321-0510 mcohen1@browardschools.com OR Kim Brown / (754) 321-0522 kimberly.brown@browardschools.com

Office of Capital Programs	
Name & Address	Points of Contact
Office of Capital Programs 2301 NW 26 th Street Building #6 Oakland Park, FL 33311	Debbie Connelly, Confidential Assistant (754) 321-1525 Debbie.Connelly@browardschools.com
Office of Capital Programs 2301 NW 26 th Street Building #7 Oakland Park, FL 33311	Philip Kaufold, Director, Construction (754) 321-1532 pkaufold@browardschools.com
Physical Plant Operations (PPO)	
Name & Address	Points of Contact
Physical Plant Operations 3810 Northwest 10th Avenue Oakland Park, FL 33309	Cheryl Fields, Projects Coordinator 754-321-4631 / Cell: 954-595-9189 cheryl.fields@browardschools.com
Physical Plant Operations 3810 Northwest 10th Avenue Oakland Park, FL 33309	Sam Bays, Executive Director (754) 321-4634 Sam.bays@browardschools.com

Scope of Work:

The purpose of this bid is to establish contracts with a pool of qualified vendors for open-end minor construction services, for Fencing Contractor Services as needed, when needed, in response to meet scheduled and unscheduled project needs with construction values ranging from \$50,000 to \$200,000 per project and without the need for further School Board action.

M/WBE Vendors:

All Firms listed below submitted the required documentation and are in Compliance with the SDOP Requirements for this Solicitation.

**Reflects SBBC-Certified M/WBE businesses*

Awarded Vendor	Prime	MWBE Status & Goal	Certification Number	Expiration Date
Broward County Fence	Yes	None	N/A	N/A
DC Fence Solutions Corp.	Yes	None	N/A	N/A
*Gomez & Son Fence Corp.	Yes	ESMWBE	WS1641982463	12/5/2023
Osuna Ornamental LLC	Yes	None	N/A	N/A
*Tropic Fence, Inc.	Yes	MWBE-HA	WS1408879711	5/3/2023

Method of Award (MOA):

Award of contracts based on project values and the prequalification per project limit for each Contractor/Vendor. Awards are made based on a discount multiplier that is applied to work after award. All firms in a group and work category must match the lowest responsive, responsible multiplier to be awarded.

Awarded Vendors and Contract Pricing:

All firms below were awarded at the December 13, 2022 SBBC Regular School Board Meeting – Item # OO-19.

Aggregate limits should always be verified prior to issuing work.

Vendor's Information	Contract Award Amount
Broward County Fence Vendor# 142547 5051 NE 13 Ave. Oakland Park, FL 33334 Ph# 954-234-2699 Contact Brian Anderson	0.945 Multiplier First 3-year period up to \$1,000,000 per firm. Renewals (2 - one-year options)
DC Fence Solutions Corp. Vendor# 142912 4960 NW 165 th St Unit B-14 Miami Lakes, FL 33014-6313 Ph# 786-747-4766 Contact Daylen Puerto	0.945 Multiplier First 3-year period up to \$1,000,000 per firm, Renewals (2 - one-year options)
Gomez & Son Fence Corp. Vendor# 124120 420 NW 120 Avenue Miami, FL 33182 Ph# 305-471-8922 Contact Caridad Gomez	0.945 Multiplier First 3-year period up to \$1,000,000 per firm, Renewals (2 - one-year options)
Osuna Ornamental, LLC Vendor# 143357 10880 SW 186 St. Gate 69 Miami, FL 33157 Ph# 305-790-9644 Contact Mike Medina	0.945 Multiplier First 3-year period up to \$1,000,000 per firm, Renewals (2 - one-year options)
Tropic Fence, Inc. Vendor# 124120 1864 NW 21 St. Pompano Beach, FL 33069 Ph# 954-978-1250 Contact Linda Tilley	0.945 Multiplier First 3-year period up to \$1,000,000 per firm, Renewals (2 - one-year options)



**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

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made and entered into this 13 day of December in the year two thousand and twenty-two by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

**BROWARD COUNTY FENCE LLC
5051 NE 13 AVE
OAKLAND PARK, FL 33334**

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

**Bid No: FY23-173
Location No: Districtwide
Project Title: Construction Services Minor Projects (FENCING)**

WHEREAS, It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

WHEREAS, Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

WHEREAS, The terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **Owner** - The School Board of Broward County, Florida. (SBBC). The School

Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.

- 1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."
- 1.03 **Owner's Representatives** - The Executive Director or designee.
- 1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.
- 1.05 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement.
- 1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.
- 1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.
- 1.08 **Manager, Construction:** A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school-based personnel and the public.
- 1.09 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner's approved Scope of Work and budget.
- 1.10 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner's own forces or by other contractors.
- 1.11 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.
- 1.12 **Subcontractor** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term "Subcontractor" is referred to throughout the

Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contract or subcontract with the Owner.

- 1.13 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.
- 1.14 **Submittals** - Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
- 1.15 **Substantial Completion** - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.
- 1.16 **Sub consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.
- 1.17 **Superintendent or Contractor and/or Contractor's Project Manager** - An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.
- 1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
- 1.19 **Surety** - The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.
- 1.20 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief

Building Official, who are certified by Florida Statutes Sections 468, 633, and 553 to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.

- 1.21 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.
- 1.22 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.
- 1.23 **Notice to Proceed (NTP)**– A document issued by the Owner’s representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.
- 1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the “SENIOR PM” and who is the direct Supervisor of the Manager, Construction.
- 1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.
- 1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.
- 1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.
- 1.28 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.
- 1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.4

- 1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

- 2.01 Representations:
- 2.01.01 As to all labor, materials and/or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.
- 2.01.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities, ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's Representative or designee serving as the interpreter of the intent and meaning of SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.
- 2.01.03 The Contractor's work shall conform to Owner's specifications. including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.
- 2.01.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

ARTICLE 3 -THE OWNER'S RESPONSIBILITIES

- 3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans, and specifications regarding requirements for the Project as is reasonably necessary to complete the work.
- 3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result

in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/delay damages or other compensation related to the use of Owner furnished materials.

3.03 Project Management:

- 3.03.01 The Executive Director or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.
- 3.03.02 Non-Conforming Work: If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

ARTICLE 4 -BASIS OF COMPENSATION

- 4.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE B (Document 00410)

WORK CATEGORY		
Fencing Contractors	Single Fixed Multiplier (SFM)	<u>0.945</u>
	Contract Amount Per Project	More than \$50,000 up to \$200,000

- 4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work

shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, , Owner's I.D. badges and permitting fees only with the prior written approval of the Owner's Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner's Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of Work included in the Contract Documents and detailed in the Scope of Work. Estimates will be in a form deemed suitable by the Owner's Representative, as indicated in the Estimating Order. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

- 4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).
- 4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.
- 4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.
- 4.06 The Owner reserves the right to reject a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:
 - a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.

- b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.
- c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.
- d. Tools and equipment with an individual cost of \$500 or less.
- e. Cell phone charges in excess of \$100 per authorized employee as approved by the Owner.
- f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.
- g. Overtime charges not previously authorized in writing by the Owner.
- h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

ARTICLE 5 -ESTIMATING ORDER

- 5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/or other documents that provide required information on the material and/or equipment.
- 5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall signed as Approved by the Executive Director.
- 5.03 If, after initial review of the Estimating Recap Form, Project Cost Sheet and any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

- 5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

ARTICLE 6 -PURCHASE ORDERS

- 6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed.
The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**
- 6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.
- 6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

ARTICLE 7-PAYMENTS TO THE CONTRACTOR

- 7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.
- 7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.
- 7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.
- 7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.
- 7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.

- 7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

ARTICLE 8 - INDEMNIFICATION

- 8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

- 9.01.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.
- 9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars (\$200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars (\$200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F.S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.
- 9.01.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.
- 9.01.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an, "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.

9.01.07 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.

9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than \$2,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall be not than \$2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.02.03 Automobile Liability Insurance: The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01. In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for \$1,000,000 Combined Single Limits. In addition, we will require an affidavit signed by the Awardee indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, _____ (Awardee

Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 Workers' Compensation Insurance: The Contractor shall maintain Workers Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

9.02.05 Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.

9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.

9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- 3) Contractual liability is included in the General Liability policy.
- 4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.

5) Please include the Project Number and Project Name on the Certificate of Insurance.

9.02.08 Insurance Provider and Surety: In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.

9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 10 - GENERAL PROVISIONS

10.01 Performance:

10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

10.02 Term of Agreement:

10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year periods and/or the amounts designated for extension in Article 4.01, Table A, herein. The Owner, through its Facilities and Construction Management Division, shall, if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.

10.02.02 No single Project shall exceed a \$1,000,000 FLCC unless the project costs exceed \$1,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01, Table A.

10.03 Time for Performance:

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Warehousing Services or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

10.04 Time Extensions:

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 Termination of Agreement:

10.05.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.05.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.05.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.06 Termination for Convenience:

10.06.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.06.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.07 Contractor's Accounting Records and Right to Audit Provisions:

10.07.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and

trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

- 10.07.02 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.
- 10.07.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- 10.07.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.
- 10.07.05 If an audit inspection or examination in accordance with this Article finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than \$25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and

agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

10.08 **Contract Documents:**

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.09 **Electronic Media:**

10.09.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.10 **Attachments and References:**

10.10.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.11 **Extent of Agreement:**

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.11.04 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.12 Strict Performance:

10.12.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.13 Prompt and Satisfactory Correction:

10.13.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.14 Successors and Assigns:

10.14.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.

10.14.02 The Contractor and the Owner each binds one another, their partners, successors. Legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

ARTICLE 11 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 12 - NOTICES

12.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:	Address:
Owner: The School Board of Broward County, Florida	600 SE 3 rd Ave. Fort Lauderdale, FL 33301
With Copies To: Project Manager Physical Plant Operations Division The School Board of Broward County, Florida	3810 NW 10th Avenue Ft. Lauderdale, FL 33309 Attn: Ron Eggenberger
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: BROWARD COUNTY FENCE LLC	5051 NE 13 AVE OAKLAND PARK, FL 33334
Surety: Western Surety Company	
Surety's Agent:	
Project Consultant: To be assigned per project	

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

ARTICLE 13 -AUTHORITY PROVISION

13.01 Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 14 - NON-DISCRIMINATION PROVISION

14.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 15 – CAPTION PROVISION

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 16 – ASSIGNMENT PROVISIONS

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

ARTICLE 17 – EXCESS FUNDS PROVISION

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

18.01 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 licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

18.02 Form 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.

18.03 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.

18.04 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.

18.05 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.

18.06 Access to e-Builder and Licensing. Contractor 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, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Programs Control Support. Additional training may be provided based on availability.

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

FOR OWNER


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Lori Alhadeff, Chair

ATTEST:


Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

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(Corporate Seal)

ATTEST:

Chevelle Legami
Chevelle Legami, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

FOR CONTRACTOR**Broward County Fence LLC**

By [Signature]
Brian Anderson, President

STATE OF Florida)COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 01 day of NOV, 2022 by Brian Anderson of Broward county fence LLC on behalf of the corporation or agency.

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

My commission expires:

Signature, Notary Public

Shiran Peretz-Anderson

Printed Name of Notary

(SEAL)

NOV 6, 2025
Notary's Commission No.



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: Merchants National Bonding, Inc.

Alvin J. Jr.
Paul M. Jr.

By:

Christine Morton
Christine Morton, Attorney-in-Fact

Its: & FL Licensed Resident Agent

Date: 11/07/2022

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2022 by Christine Morton of Merchants National Bonding, Inc., on behalf of the corporation or agency.

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

My commission expires:

(SEAL)

Jennifer L. Hindley
Signature – Notary Public

Jennifer L. Hindley

Printed Name of Notary

HH 219383

Notary's Commission No.



END OF DOCUMENT

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allyson Foss Wing; April L Lively; Bryce R Guignard; Christine Morton; David R Turcios; Deborah A DeFoe; Jennifer L Hindley; Kelly Phelan; M Gary Francis; Margie L Morris

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

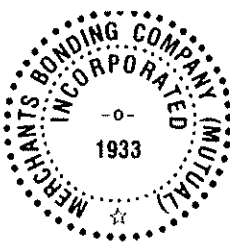
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of September, 2022.



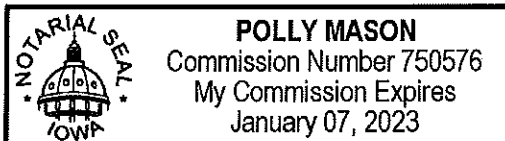
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of September 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of November, 2022.



William Warner Jr.
Secretary

To whom it may concern;

I Shiran Peretz-Anderson, I'm not related to Brian R. Anderson.

We are not married and no link to family, distant relatives, cavemen, or other.

Sincerely,



Shiran Peretz-Anderson

SA Permit Services LLC.

