



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

(754) 321-0505

Document 00520: Agreement Form

THIS AGREEMENT made and entered into this **5th** day of **October, 2016** by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

LYNX CONSTRUCTION MANAGEMENT, LLC

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

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

Construct precast concrete 24 classroom addition and bus loop extension

Constructed pursuant to drawings, specifications and other design documents prepared by CSA Group (CSA Central, Inc.)

8200 N.W. 41st Street

Suite 305

Doral, FL 33166-3207

(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
COVER	Cover, Index of Drawings
SH-1	Boundary & Topographic Survey
SH-2	Boundary & Topographic Survey
PH-100	Proposed Project Phasing Plan
C001	General Notes & Specifications
C002	General Notes & Specifications
C101	Overall Site Plan
C102	Enlarged Site Demolition Plan
C103	Geometry Plan
C104	Grading & Drainage Plan
C105	Water Distribution, Fire Protection & Sewage Collection System Plan
C106	Signage & Pavement Marking Plan
C107	Storm Water Pollution Plan
C201	Typical Pavement Sections & Drainage Structure Schedule
C501	Water Details
C502	Water Details
C503	Details
TD-1.3	Tree Disposition Plan
TD-2.3	Tree Disposition Plan
TD-3.3	Tree Disposition Plan
L-1.3	Landscape Plan
L-2.3	Landscape Plan
L-3.3	Landscape Plan
IR-1.3	Irrigation Plan
IR-2.2	Irrigation Plan
IR-3.3	Irrigation Details
S-1	Foundation & Ground Floor Framing Plan
S-2	Typical Second Floor Framing Plan
S-3	Roof Framing Plan
S-4	Sections
S-5	Sections
S-6	Details
S-7	Details
S-8	Structural Notes, Roof Wind Diagram
AS101	Site Plan
AS102	Enlarged Site Demolition Plan
AS103	Enlarged Site Demolition Plan
AS104	Enlarged Site Plan

AS105	Enlarged Site Plan
AS106	Site Details
AS107	Playcourt Plan & Details
A000.1	General Notes
A001	First Floor Life Safety Plan
A002	Second Floor Life Safety Plan
A101	First Floor Plan
A102	Second Floor Plan
A103	Roof Plan
A104	First Floor Reflected Ceiling Plan
A105	Second Floor Reflected Ceiling Plan
A106	First Floor FF&E Plan
A107	Second Floor FF&E Plan
A108	Floor Pattern Plan – First Floor
A109	Floor Pattern Plan – Second Floor
A201	Exterior Building Elevations
A301	Building Sections
A302	Wall Sections
A401	Enlarged Toilet Plans
A402	Toilet Interior Elevations
A403	Classroom Interior Elevations & Millwork Details
A404	Enlarged Stair & Elevator Plans
A405	Stair & Elevator Sections
A501	Wall Assembly Types
A502	Roof Details
A503	Details
A504	Door and Windows Details
A505	Exterior Panel Elevations
A506	Exterior Panel Elevations
A601	Door Schedules, Door & Window Details
A602	First Floor Signage Plan
A603	Second Floor Signage Plan
P001	Plumbing Notes/ Legend
P101	First Floor Plumbing Plan
P102	Second Floor Plumbing Plan
P103	Roof Plumbing Plan
P201	Enlarged Core Area Plumbing Sanitary Plans
P202	Enlarged Core Area Plumbing Sanitary Plans
P301	Sanitary Riser Diagrams
P302	Water Riser Diagrams
P303	Plumbing Details
FP001	Fire Protection Notes/ Schedules
FP101	First Floor Fire Protection Plan
FP102	Second Floor Fire Protection Plan
FP201	Fire Protection Details
M001	Mechanical Notes/ Legend/ Schedules
M101	First Floor Mechanical Plan
M102	Second Floor Mechanical Plan
M103	Mechanical Roof Plan
M201	Mechanical Sections/ Details
E001	Lighting Fixture Schedule, Legend & General Notes
ES101	Site Electrical Plan

ES102	Site Canopy Lighting Plan
E101	First Floor Lighting Floor Plan
E101P	Typical Floor Photometric Plan
E101P2	Stair Photometric Plan
E102	Second Floor Lighting Floor Plan
E103	First Floor Power Floor Plan
E104	Second Floor Power Floor Plan
E105	First Floor System Floor Plan
E106	Second Floor System Floor Plan
E201	Enlarged Plans
E301	Electrical Riser Diagram & Notes
E302	Fire Alarm & System Riser Diagrams & Notes
E401	Electrical Panel Schedules
E402	Electrical Panel Schedules
E501	Electrical Notes/ Details
E502	Details
E503	Typical Classroom Telecommunications Plan Sheet E-1.W

2.03 The Project Manual:

- Division 0 – Documents
- Division 1 – General Requirements
- Division 2 – Site Work
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood & Plastic
- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors & Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 12 – Furnishings
- Division 13 – Special Construction
- Division 14 – Conveying Systems
- Division 15 – Mechanical
- Division 16 – Electrical
- Division 17 – Communications

ARTICLE 3. CONTRACT SUM

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

Dollars \$ 5,187,000.00

This shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.

4.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

4.03 Required date(s) of Substantial Completion

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

July 3, 2017

4.03.02 Preceding Substantial Completion, the following Milestone Dates are required to commence and be completed as follows:

Phase	Commencement Date:	Required Substantial Completion Date
Precast Shop Drawings	Notice to Proceed	December 23, 2016
Sitework/ Foundations	Notice to Proceed	March 10, 2017
Tilt-up Walls	December 24, 2016	March 10, 2017
Building Dried-In	December 24, 2016	April 21, 2017
HVAC System Start-up	April 21, 2017	May 5, 2017

4.04 Liquidated Damages for Substantial Completion:

4.04.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

4.04.03 Each Milestone Five Hundred Dollars \$500.00 per day
Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

- 4.04.04 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.
- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

5.02 Final Completion:

- 5.02.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.
- 5.02.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.
- 5.02.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entitles, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.03 **Liquidated Damages for Final Completion:**

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

Dollars \$ 500

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

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

Each Milestone	Five Hundred Dollars \$ <u>500.00</u> per day
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5.03.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

5.04 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

5.04.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

5.04.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;

5.04.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

5.04.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.

5.04.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.

ARTICLE 6. TIME AND DELAYS.

- 6.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
- 6.05.01 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.
- 6.05.02 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.05.03 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.05.04 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.05.05 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.05.06 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

- 6.05.07 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
- 6.05.08 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 7. CONTRACT BONDS

- 7.01 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.02 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.04 Insurance Provider and Surety: Refer to Document 00700 - General Conditions, Article 42.09 Contractor's Insurance.
- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

ARTICLE 8. NOTICES

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

Party:	Address:	
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Project Manager Office of Facilities and Construction The School Board of Broward County, Florida AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	2301 NW 26th Street, Building 7, Oakland Park FL 33311 Attn: Steve Jones Mary C. Coker Procurement & Warehousing Services 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:	Lynx Construction Management, LLC	45 Almeria Avenue Coral Gables, FL 33134 Attn: Christopher Moran
Surety:	Fidelity and Deposit Company of Maryland	1400 American Lane Tower 1, 18th Floor Schaumburg, IL 60196
Surety's Agent:	Brett Rosenhaus Attorney-in-Fact	
Project Consultant:	CSA Group (CSA Central, Inc.)	8200 N.W. 41st Street Suite 305 Doral, FL 33166-3207

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

ARTICLE 9. CONTRACTOR'S RESPONSIBILITIES

9.01 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

In witness thereof, the said Contractor, _____, 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

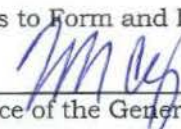
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

SEAL

By: _____
Dr. Rosalind Osgood
Chair

Attest Secretary

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content By:


Office of the General Counsel

CONTRACTOR

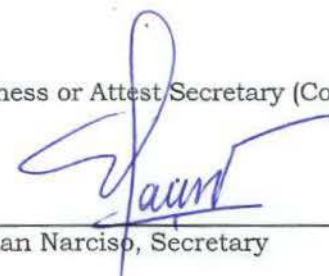
LYNX CONSTRUCTION MANAGEMENT, LLC



By: 

Christopher Moran, President

Witness or Attest Secretary (Contractor)


By: _____
Lillian Narciso, Secretary

CONTRACTOR NOTARIZATION

STATE OF Florida

COUNTY OF miami Dade

The foregoing instrument was acknowledged before me this 5 day of October, 2016 by Christopher Moran, President, and, Lillian Narciso, Secretary, on behalf of the Contractor. Christopher Moran, and, Lillian Narciso are personally known to me or produced _____ as identification and did/did not first take an oath.

My commission expires: 5/16/20

(SEAL)



MARIA DELGADILLO
MY COMMISSION # FF 992925
EXPIRES: May 16, 2020
Bonded Thru Budget Notary Services

Maria Delgadillo
Signature - Notary Public

maria Delgadillo
Printed Name of Notary

FF992925
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: Fidelity and Deposit Company of Maryland

Brett Rosen

By: _____

Its: Brett Rosenhaus, Attorney-in-Fact

Date: October 5, 2016



STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20th day of September, 2016
by Brett Rosenhaus of Fidelity and Deposit Company of Maryland, on
behalf of the Surety.

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

My commission expires:

(SEAL) *Jacqueline Y. Haynes*

Signature - Notary Public
Jacqueline Y. Haynes

Printed Name of Notary
FF 47404

Notary's Commission No.



END OF DOCUMENT

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The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Bond No. 9219203

(754) 321-0505

Document 00600: Performance Bond Form

Project No. & 17-062C (P.001685
 Location No.: -2891)
 Project Title: 24 Classroom Building Addition
 Facility Name: Riverglades Elementary School
 Facility Address: 7400 Parkland Dr., Parkland, FL 33067

Description of Project:
24 Classroom Building Addition

KNOW ALL PERSONS BY THESE PRESENTS, that

Lynx Construction Management, LLC

45 Almeria Avenue, Coral Gables, FL 33134

Address 305-523-3656
 Phone

As Principal, and

Fidelity and Deposit Company of Maryland

1400 American Lane,
 Tower 1, 18th Floor

Address Schaumburg, IL 60196
 Phone 800-997-3373

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:

Five Million One Hundred Eighty Seven Thousand and 00/100 Dollars \$ 5,187,000.00

(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
 October 5, 2016

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:

CSA Group (CSA Central, Inc.)

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

_____ 5th day of _____ October _____, 2016

Principal: Lynx Construction Management, LLC

By: (Signature) _____

SEAL

Surety: Fidelity and Deposit Company of Maryland

By: (Signature) _____

SEAL

Address:

Brett Rosenhaus, Attorney-in-Fact

1400 American Lane, Tower I, 18th Floor

Schaumburg, IL 60196

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

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**FRONT PAGE OF
PUBLIC PAYMENT BOND**
Florida Statute 255.05

Attached to and part of BOND NO. 9219203
**In Compliance with Florida Statutes Chapter 255.05 (1) (a), Public Work. All other
Bond page(s) are deemed subsequent to this page regardless of any number (s) that
may be pre-printed thereon.**

CONTRACTOR: Lynx Construction Management, LLC
45 Almeria Ave
Coral Gables, FL 33134
305-523-3656

SURETY: Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor
Schaumburg, IL 60196-1056
800-987-3373

AGENT: Nielson, Rosenhaus & Associates
8401 Lake Worth Road, Ste. 2-231
Lake Worth, FL 33467
561-713-1453

OBLIGEE: The School Board of Broward County, Florida
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351
754-321-0505

PROJECT: 24 Classroom Building Addition, Riverglades Elementary School



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Bond No. 9219203

(754) 321-0505

Document 00610: Payment Bond Form

Project No. 17-062C (P.001685 -
 Location No.: 2891)
 Project Title: 24 Classroom Building Addition
 Facility Name: Riverglades Elementary School
 Facility 7400 Parkside Dr.
 Address: Parkland, FL 33067

Description of Project:
 24 Classroom Building Addition

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

Lynx Construction Management, LLC, 45 Almeria Avenue, Coral Gables, FL 33134 (305) 523-3656

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 :

Five Million One Hundred Eighty Seven Thousand and 00/100 Dollars \$ 5,187,000.00

(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, October 5, 2016,

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.

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.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

Dated on:
October 5, 2016

Principal: Lynx Construction Management, LLC

By: (Signature)



SEAL

Surety: Fidelity and Deposit Company of Maryland

By: (Signature)



As Attorney in Fact

Brett Rosenhaus, Attorney-in-Fact



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

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of August, A.D. 2015.

ATTEST:

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



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 31st day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of October, 2016



Thomas O. McClellan

Thomas O. McClellan, Vice President