

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$847,139	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	(\$847,139)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0				
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____
 Does this item include use of Federal Funds? Yes X No _____

Budget Account No:

Fund 3600 Dept 582 Unit P840 Object 6520 South Bay
 Fund 3600 Dept 582 Unit P841 Object 6520 Kenwood
 Fund 3600 Dept 582 Unit P842 Object 6520 Glades Pioneer

A previous Budget Transfer in the amount of \$546,000 and Budget Amendment for \$546,000 was approved at the meeting of the BCC on May 1, 2018 (AIS dated May 1, 2018)

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this agenda item will appropriate budget in the Housing and Community Development Fund to fund the PBC Parks Department via interdepartmental transfer for the cost for the Glades Pioneer Park for \$74,502, Kenwood Estates Park for \$87,876 and the Crossroads Depot RV project for \$138,761 for a total of \$301,139.

The total funding for this Amendment shall be \$546,000 plus \$301,139 for a total of \$847,139 to be broken down as follows.

Construction Costs	\$840,339
Staff Costs.....	\$ 6,800
Total	\$847,139

C. Departmental Fiscal Review: *Kayn Lyke*

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

Shank *Slack*
 OFMB *5/14* *4/15 5/5/10*
Dr. J. Hawley *5/24/19*
 Contract Administrator *5/24/19*

B. Legal Sufficiency:

Scott C. ... *5/23/19*
 Assistant County Attorney

C. Other Department Review:

Eric ...
 Department Director

This summary is not to be used as a basis for payment.

Background and Justification: Construction Manager at Risk is a project delivery method where the construction manager serves as the County's General Contractor, subcontracting the work, and provides design phase assistance in evaluating costs, schedule and implications of alternate designs, systems, and materials during design. Selection of the construction manager for federally funded projects is based on criteria that combines qualifications, experience and price. The Parks Department's mission is to serve citizens by providing quality park and recreation facilities and programs and, thereby, to assure that the County continues to be a livable place where all citizens can enjoy a wide range of leisure and recreation opportunities. The South Bay, Kenwood and Glades Pioneer Parks County's Parks are heavily used and in high demand by each community they support, thereby requiring the need for renovation and improvement. The improvements planned for each location will complement the community they serve and provide children and families with a safe place to play.

LOCATION MAP

South Bay RV Park

Address: 50 Levee Road
South Bay, Florida 33493



Kenwood Park

Address: 4645 Clinton Boulevard
Lake Worth, Florida 33463



Glades Pioneers Park

Address: 866 S.R. 715
Belle Glade, Florida 33430



19- 0723

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

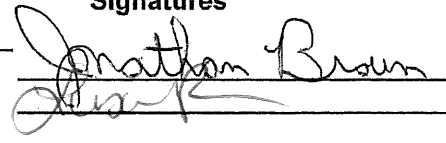
Page 1 of 1
BGEX-143-0416190000001275

FUND 1101 - Housing and Community Development

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED April 15, 2019	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions -Non Government Agency	6,210,320	3,792,739	0	301,139	3,491,600	698,962	2,792,638
820-1431-9184	Transfer to Park Improvement Fd 3600	1,131,000	1,131,000	301,139		1,432,139		1,432,139
TOTAL EXPENDITURES				301,139	301,139			

Department of Housing and Economic Sustainability
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures


Date
4/17/19
5/16/19

By Board of County Commissioners
At Meeting of :
May 7, 2019
Deputy Clerk to the
Board of County Commissioners

19 -

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

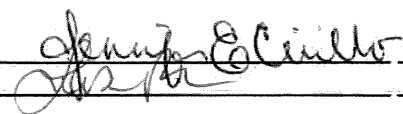
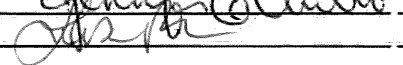
BGEX - 582 0417190000000001278
BGRV - 582 0417190000000000472

FUND 3600 - PARK IMPROVEMENT

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 4/17/2019	REMAINING BALANCE
Revenue								
3600-582-P840-8015	Transfer From HCD Fd 1101	161,000	161,000	138,761		299,761		299,761
3600-582-P841-8015	Transfer From HCD Fd 1101	90,000	90,000	87,876		177,876		177,876
3600-582-P842-8015	Transfer From HCD Fd 1101	295,000	291,934	74,502		366,436		366,436
	Total Revenue and Balance	12,941,906	11,627,947	301,139	0	11,929,086		
Expense								
3600-582-P840-6520	Park Improvements (Crossroads Depot)	161,000	161,000	138,761		299,761	17,812	281,949
3600-582-P841-6520	Park Improvements (Kenwood Estates)	90,000	90,000	87,876		177,876	10,648	167,228
3600-582-P842-6520	Park Improvements (Glades Pioneer)	295,000	291,934	74,502		366,436	20,251	346,185
	Total Appropriation and Expenditures	12,941,906	11,627,947	301,139	0	11,929,086		

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	4/17/19
	5/16/19

By Board of County Commissioners
At Meeting of
May 7, 2019
Deputy Clerk to the
Board of County Commissioners

AMENDMENT #1
LEBOLO CONSTRUCTION MANAGEMENT, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
SOUTH BAY, KENWOOD AND GLADES PIONEER PARKS
PROJECT NO. 18495

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and **Lebolo Construction Management, Inc.**, hereinafter referred to as “Construction Manager”.

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Continuing Contract between Owner and Construction Manager dated 08/14/18 (R2018-1161) (hereinafter the Continuing Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Continuing Contract including the Federal Requirements attached to Task Order #1 as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #1, Owner assigned Project No. 18495 (the Project) to Construction Manager under the Continuing Contract and set forth all of the Federal Requirements applicable to the Project;

WHEREAS, the parties have now established a Guaranteed Maximum Price for the Project, including the Construction Manager’s fees calculated in accordance with the Construction Manager’s Price Proposal attached to the Continuing Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Continuing Contract;

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 the Construction Manager, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Construction Manager’s Representations. The Construction Manager represents that:

The Construction Manager, Trade Contractors, Sub-subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Continuing Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies,

errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Project.

The Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

3. Federal Requirements. Construction Manager reaffirms, certifies, represents and warrants that it will continue to comply with all Federal Requirements as set forth in the Continuing Contract.

4. Guaranteed Maximum Price. Pursuant to Section 2.2 and Article 6 of the Continuing Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$840,339** for the construction costs of the Project. The GMP is based on the following: Exhibit A.

5. Schedule of Time for Completion. The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within 126 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$120.00/day failure to achieve certification of substantial completion within the contract time or approved extension thereof.

6. Attachments. The following attachments are attached hereto and incorporated herein by reference:

Exhibit A - GMP Proposal
Public Construction Payment and Performance Bond
Form of Guarantee
Insurance Certificate(s)

7. Except as specifically modified herein, the Continuing Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Continuing Contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY.

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

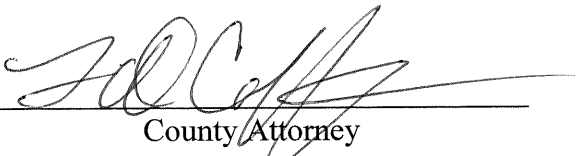
PALM BEACH COUNTY BOARD,
FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

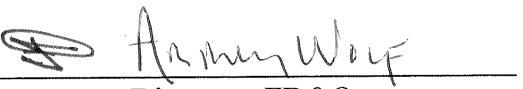
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

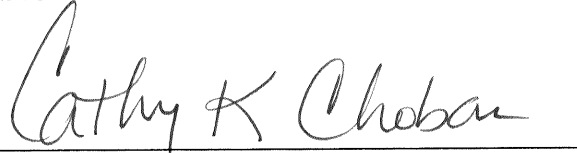
APPROVED AS TO TERMS
AND CONDITIONS

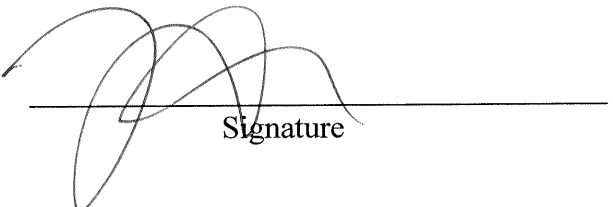
By: 
County Attorney

By: 
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:
**LEBOLO CONSTRUCTION
MANAGEMENT, INC.**


Signature


Signature

Cathy K Choban
Name (type or print)

Randall E. Lebolo
Name (type or print)

Director
Title



Estimate Summary

PROJECT No:	2018-0045
VERSION:	3.0
PROPOSAL DATE:	Tuesday, February 5, 2019

SCOPE OF WORK
<p>Location: Kenwood Park. Address: 4645 Clinton Blvd, Lake Worth, FL, 33463. Demolition: Remove existing rubber tiles including 4" concrete pad. Remove two (2) benches and the 12" concrete slab of one of them. Playground: Supply & install Playbooster, benches (3), concrete slabs. Landscape: Move & stage existing engineered playground mulch, replenish engineered playground mulch 12" deep.</p>
<p>Location: South Bay R.V. Park. Address: 100 Levee Rd, South Bay, FL, 33493. Demolition: Remove wood rail fence, remove concrete slab & walk. Remove and relocate two (2) existing live Oaks. Remove three (3) and reuse two (2) existing wheel stops. Remove existing parking stripes. Playground: Supply & install Freestanding 2-5, Playbooster 5-12. 4' Black vinyl coated chain link fence, HC Stripping & reuse wheel stops, concrete slabs, modified D curbs, benches four (4). Landscape: Two (2) Little Gem Magnolia, Twelve (12) Sabal Palm, St. Augustine Sod (approx. 5,100sf), Mulch (approx. 11cy), Engineered mulch (approx. 166cy)</p>
<p>Location: Glades Pioneer Park. Address: 866 SW 16th St, Belle Glade, FL, 33430. Demolition: Saw cut and remove asphalt path, remove trash receptacle, remove grill, remove picnic shelter. Fitness Zone: Supply & install fitness equipment, 5' concrete walk, 6" concrete slab, 64'x64' shade canopy. Landscaping: Limb up trees (2), replace sod as needed.</p>

PALM BEACH COUNTY		South Bay, Kenwood and Glades Pioneer Parks	
Section	Description of Work	Total	Comments
1	KENWOOD PARK	\$177,876	PLAYGROUND
2	SOUTH BAY PARK	\$296,561	PLAYGROUND
3	GLADES PIONEER PARK	\$365,902	FITNESS ZONE
TOTAL CONSTRUCTION COST		\$840,339	

PUBLIC CONSTRUCTION BOND (PERFORMANCE)

BOND NUMBER 6091002963

BOND AMOUNT \$840,339.00

CONTRACT AMOUNT \$840,339.00

CONTRACTOR'S NAME: Lebolo Construction Management, Inc.

CONTRACTOR'S ADDRESS: 2100 Corporate Drive, Boynton Beach, FL 33426

CONTRACTOR'S PHONE: 561-742-7644

SURETY COMPANY: United States Fire Insurance Company

SURETY'S ADDRESS: 305 Madison Avenue, Morristown, NJ 07960

SURETY'S PHONE: 973-490-6600

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: South Bay, Kenwood and Glades Pioneer Parks

PROJECT NUMBER: 18495

CONTRACT NUMBER (to be provided after Contract award): R2018-1161

DESCRIPTION OF WORK: Construction Management at Risk Services On A Continuing Contract Basis

PROJECT LOCATION: South Bay – 100 Levee Road, South Bay, FL 33493 – Kenwood Park – 4645 Clinton Boulevard, Lake Worth, FL 33463 – Glades Pioneer Park – 866 S.R. 715, Belle Glade, FL 33430

LEGAL DESCRIPTION: _____

CONTRACT PERFORMANCE BOND

BY THIS BOND, we, Lebolo Construction Management, Inc., as Principal and United States Fire Insurance Company, a Corporation, as Surety, whose address is 305 Madison Avenue, Morristown, NJ 07960, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of \$840,339.00, for 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. Performs the Contract dated August 14, 2018 between Principal and COUNTY, for the construction of South Bay, Kenwood and Glades Pioneer Park, Contract No. R2018-1161 (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, together with any modification of said Contract that may hereafter be made, notice of such modifications to the Surety being waived; and
2. Pays COUNTY all loss, damages, expenses, liquidated damages, delay damages, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract; and
3. Promptly makes payment to all claimants and lienors as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
4. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force and effect. Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages, including liquidated damages, for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

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. Any increase in the total Contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligation to COUNTY under this bond.

Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Dated on May 9, 2019

PRINCIPAL: Lebolo Construction Management, Inc.

By: _____
Signature

President

Title

[Signature]

Attest as to the signature of Principal

Controller

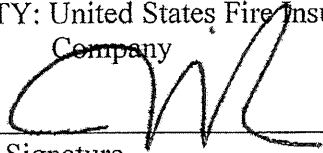
Title

(SEAL)

Address: 2100 Corporate Drive

Boynton Beach, FL 33426

SURETY: United States Fire Insurance
Company

By: 
Signature

Joseph P. Nielson, Attorney In Fact
Title

Attest as the signature of Surety

As Per Attached Power of Attorney
Title

(SEAL)

Address: 305 Madison Avenue

Morristown, NJ 07960

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927402019

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

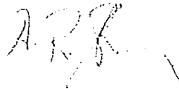
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

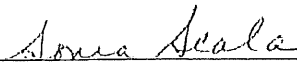


State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

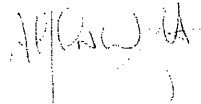


(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of May 20 19

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER 6091002963

BOND AMOUNT \$840,339.00

CONTRACT AMOUNT \$840,339.00

CONTRACTOR'S NAME: Lebolo Construction Management, Inc.

CONTRACTOR'S ADDRESS: 2100 Corporate Drive, Boynton Beach, FL 33426

CONTRACTOR'S PHONE: 561-742-7644

SURETY COMPANY: United States Fire Insurance Company

SURETY'S ADDRESS: 305 Madison Avenue, Morristown, NJ 07960

SURETY'S PHONE: 973-490-6600

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: South Bay, Kenwood and Glades Pioneer Parks

PROJECT NUMBER: 18495

CONTRACT NUMBER (to be provided after Contract award): R2018-1161

DESCRIPTION OF WORK: Construction Management at Risk Services on a Continuing Contract Basis

PROJECT LOCATION: South Bay – 100 Levee Road, south Bay, FL 33493 – Kenwood Park – 4645 Clinton Boulevard, Lake Worth, FL 33463 – Glades Pioneer Park – 866 S.R. 715, Belle Glade, FL 33430

LEGAL DESCRIPTION: _____

CONTRACT PAYMENT BOND

BY THIS BOND, WE, Lebolo Construction Management , as Principal and United States Fire Insurance Company, a Corporation, as Surety, whose address is 305 Madison Avenue, Morristown, NJ 07960, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$840,339.00, for 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 payment to all claimants and lienors supplying Principal with labor, materials or supplies, used directly or indirectly by Principal or reasonably required for the performance of the Contract and in the prosecution of the work provided for in the Contract dated August 14, 2018, between Principal and COUNTY for construction of South Bay, Kenwood and Glades Pioneer Parks, Contract No. R2018-1161 (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Pays COUNTY all losses, damages including liquidated damages and delay damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

then this bond is void; otherwise it remains in full force.

Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

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. Any increase in the total Contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

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 May 9, 2019

PRINCIPAL: Lebolo Construction Management, Inc.

 Bin Der
Attest as to the signature of Principal

By: *[Signature]*
Signature
 President
Title
(SEAL)

 Controller
Title

Address: 2100 Corporate Drive
Boynton Beach, FL 33426

SURETY: United States Fire Insurance Company

By: *[Signature]*
Signature

Joseph P. Nielson, Attorney In Fact
Title

Attest as the signature of Surety

As per Attached Power of Attorney
Title

(SEAL)
Address: 305 Madison Avenue
Morristown, NJ 07960

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402019

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

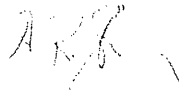
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President



State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686

Sonia Scala



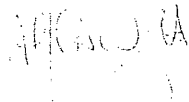
(Notary Public)

MY COMMISSION EXPIRES 3/25/2024

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of May, 2019

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Lebolo Construction Management, Inc. and Surety Name: United States Fire Insurance Company

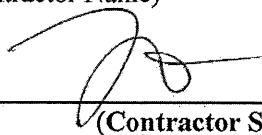
We the undersigned hereby guarantee that the (South Bay, Kenwood and Glades Pioneer Parks, Project #18495) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Lebolo Construction Management, Inc.
(Contractor Name) (Seal)

By: 
(Contractor Signature)

RANDY LeBOL - President
(Print Name and Title)

United States Fire Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Joseph P. Nielson, Attorney In Fact
(Print Name and Title)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927402019

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of May 20 19

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

