

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 2, 2019

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) A budget transfer of \$14,000 in the Housing and Community Development Fund;
- B) A budget amendment of \$14,000 in the Public Building Fund to increase the project line to \$268,000; and
- C) Amendment No. 3 to the contract with Lebolo Construction Management, Inc. (R2018-1161) in the amount of \$265,246 for the Senator Philip D. Lewis Homeless Resource Center (Lewis Center) renovations located in West Palm Beach, establishing a Guaranteed Maximum Price (GMP) for construction management services for a period of 166 calendar days from the notice to proceed.

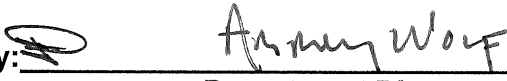
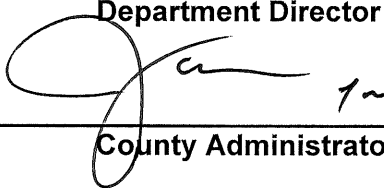
Summary: Amendment No. 3 authorizes construction management services for the interior modifications at Lewis Center, located at 1000 45th Street in West Palm Beach to accommodate a Navigation Unit to assist homeless families and/or individuals. The Navigation Center is a resource-based one-stop unit to direct clients to the various programs to meet their specific needs. It serves to match clients with specific agencies both internal and external to the Lewis Center and was a critical part of the original programming for the facility. Funding for this project has been provided from the Community Development Block Grant (CDBG) Program in the amount of \$254,000, which requires no local match. The work was competitively solicited by Lebolo Construction Management, Inc. utilizing the Federal Requirements provided by Department of Housing & Economic Sustainability (DHES) and the bid came in higher than the estimate, plus a contingency was added, which necessitated the additional funds and budget transfer of \$14,000. This project has a 22.4% minority and 6.9% female participation goal established. Lebolo Construction Management, Inc. minority participation for this amendment is a total of 51% including 24% female participation. Lebolo Construction Management, Inc. is a Palm Beach County business. **(Capital Improvements Division) District 7/Countywide (LDC)**

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.

On July 11, 2017, the Board of County Commissioners (BCC) approved the County's Fiscal Year 2017-2018 Action Plan (R2017-0940) which included an allocation in Federal Community Development Block Grant (CDBG) funds for the Senator Philip D. Lewis Center in the amount of \$254,000. The activity entails modifications to the existing Philip Lewis Homeless Resource Center to accommodate a Navigation Unit that will deliver services for the homeless and assist in housing needs. On May 7, 2019, the BCC approved a budget transfer of \$254,000 in the Housing and Community Development Fund and a budget amendment of \$254,000 in the Public Building Fund to recognize the transfer. A Memorandum of Understanding has been entered into between the Department of Housing and Economic Sustainability (DHES) and Facilities Development and Operations Department (FDO) in order to complete the project.

Attachments:

- 1. Location Map
- 2. Budget Transfer
- 3. Budget Amendment
- 4. Budget Availability Statement
- 5. Amendment No. 3
- 6. Lebolo Federal CM @ Risk Contract History

Recommended by:		6/20/19
	Department Director	Date
Approved by:		6-28-19
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>\$267,946</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$267,946</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	_____	No	<u>X</u>
Does this item include use of federal funds?		Yes	<u>X</u>	No	_____

Budget Account No: Fund 3804 Dept 411 Unit B669 Object 4907

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

Construction.....	\$ 258,624
Pre-Construction Services.....	\$ 6,622
Staff Costs	\$ 2,700
Total	\$ 267,946

C. Departmental Fiscal Review: *Ken Sheu*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Leslie Clark OFMB *2/11/21 8/9/21*

David S. Jacobson Contract Development and Control *6/27/19 6/27/19 TW*

B. Legal Sufficiency:

Leo Coffey
Assistant County Attorney

C. Other Department Review:

Jonathan Brown
Department Director

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

LOCATION MAP

Project Name: Philip Lewis Center

Address: 1000 45th St, West Palm Beach, FL 33407



19-0789.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1
BGEX-143-0612190000001511

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 June 12, 2019	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions -Non Government Agency	6,210,320	1,786,745	0	14,000	1,772,745	570,519	1,202,226
820-1431-9204	Transfer to Public Bldg Impr Fund 3804	0	1,704,855	14,000		1,718,855		1,718,855
TOTAL EXPENDITURES				14,000	14,000			

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

Signatures
Jonathan Braun
[Signature]

Date
6/17/19
6/21/19

By Board of County Commissioners
At Meeting of :
July 2, 2019
Deputy Clerk to the
Board of County Commissioners

ATTACHMENT 2

19-0790

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET AMENDMENT
 3804

Fund

BGRV - 410 061119*492
 BGEX - 410 061119*1502

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of mm/dd/yy	REMAINING BALANCE
<u>REVENUES</u>								
411/B669	8015 - Tr Fr HCD Fd 1101	0	254,000	14,000	0	268,000		
		0	0	0	0	0		
Total Receipts and Balances		60,531,221	61,215,321	14,000	0	61,229,321		
<u>EXPENDITURES</u>								
411/B669	4907 - Building Improvements Noncap	0	254,000	14,000	0	268,000	4,302	263,698
		0	0	0	0	0		0
Total Appropriations & Expenditures		60,531,221	61,215,321	14,000	0	61,229,321		

Signatures & Dates

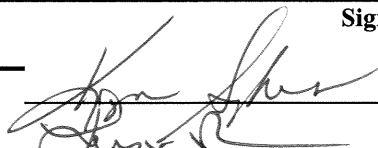
By Board of County Commissioners
 At Meeting of

Office of Financial Management & Budget

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted



6/21/19

2-Jul-19

Deputy Clerk to the

Board of County Commissioners

ATTACHMENT 3

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 06/10/19

REQUESTED BY: Jason Griffith

PHONE: 233- 2050

PROJECT TITLE: Philip Lewis Center Renovation
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A – Annual

REQUESTED AMOUNT: \$267,946
E-FDO NUMBER: 2019-042887

BCC RESOLUTION#: R2018-1161
DATE: 08/14/18

CSA or CHANGE ORDER NUMBER: Amendment #3

LOCATION: 1000 45th Street, West Palm Beach

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 17573

CONSULTANT/CONTRACTOR: Lebolo Contruction Management, Inc. *(Federal Annual CM)*

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

GMP for preconstruction & construction services

CONSTRUCTION	\$265,246
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 2,700
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$267,946

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3804 DEPT: 411 UNIT: B669 OBJ: 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
/ Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
Other (source/type: _____ Amount \$ _____)

Department: _____

BAS APPROVED BY:  _____

DATE 6/11/19

ENCUMBRANCE NUMBER: _____

ATTACHMENT 4

AMENDMENT #3
LEBOLO CONSTRUCTION MANAGEMENT, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
PHILIP LEWIS CENTER RENOVATION
PROJECT NO. 17573

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 #8 as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #8, Owner assigned Project No. 17573 (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 \$265,246 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 166 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$80.00/day for 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 Bonds
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 & COMPROLLER


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

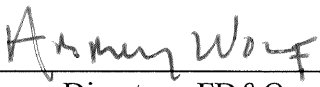
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS AND CONDITIONS

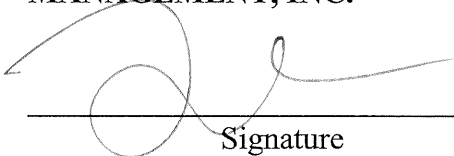
By:  _____
County Attorney


By:  _____
Director - FD&O

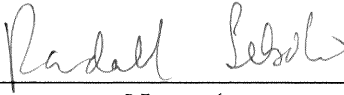
WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE

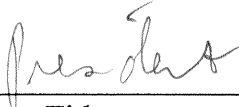
CONSTRUCTION MANAGER:
LEBOLO CONSTRUCTION MANAGEMENT, INC.

 _____
Signature

 _____
Signature

 _____
Name (type or print)

 _____
Name (type or print)

 _____
Title

(Corporate Seal)



Project Cost Summary

Exhibit "A"

LEBOLO PROJECT No:	2019-0003
PBC PROJECT No:	17573
VERSION:	4.0
PROPOSAL DATE:	Monday, June 10, 2019

SCOPE OF WORK

Interior renovation: Demolition, Drywall, Paint, Doors, A. Ceiling, Electrical, HVAC.

PALM BEACH COUNTY		PHILIP LEWIS CENTER RENOVATION	
Section	Description of Work	Total	Comments
1	PRECONSTRUCTION	\$6,622	Preconstruction Phase
2	CONSTRUCTION	\$258,624	Construction Phase
TOTAL PROJECT COST		\$265,246	

Construction Summary

Exhibit "A"



LEBOLO PROJECT No:

2019-0003

PBC PROJECT No:

17573

VERSION:

4.0

PROPOSAL DATE:

Monday, June 10, 2019

SCOPE OF WORK

Interior renovation: Demolition, Drywall, Paint, Doors, A. Ceiling, Electrical, HVAC.

PALM BEACH COUNTY		PHILIP LEWIS CENTER RENOVATION		
Section	Description of Work	Estimate with Subcontractor Bids	Division Total	Comments
DIVISION 3	CONCRETE/SHEEL		\$2,700	
	3.2 Cast in place	\$2,700		
DIVISION 8	DOORS & WINDOWS		\$32,136	
	8.1 Doors	\$8,101		
	8.2 Windows	\$24,035		
DIVISION 9	FINISHES		\$37,122	
	9.1 Stucco	\$2,700		
	9.2 Drywall	\$14,362		
	9.3 Ceiling	\$15,110		
	9.5 Painting	\$4,950		
DIVISION 10	SPECIALTIES		\$500	
	10. Signs	\$500		
DIVISION 11	EQUIPMENT		\$1,300	
	11. Equipment	\$1,300		
DIVISION 15	MECHANICAL		\$17,500	
	15.1 HVAC	\$17,500		
DIVISION 16	ELECTRICAL		\$37,463	
	16.1 Electrical Systems	\$30,975		
	16.3 Low Voltage	\$6,488		
	SUBTOTAL	\$128,721	\$128,721	
80-2000	BUILDERS RISK INSURANCE	\$2,033	\$2,033	
80-2000	INSURANCE	\$2,317	\$2,317	
80-0000	GENERAL CONDITIONS	\$83,283	\$83,283	
80-1000	SOILS TESTING	\$0	\$0	
80-0400	BUILDING PERMIT FEE	\$0	\$0	
	SUBTOTAL	\$216,354	\$216,354	
90-0000	CONTINGENCY	\$10,000	\$10,000	
99-9999	FEE (OH & Profit)	\$25,962	\$25,962	<\$500,000 - 12%
	SUBTOTAL	\$252,317	\$252,317	
	BOND	\$6,308	\$6,308	
	TOTAL CONSTRUCTION COST	\$258,624	\$258,624	
	PRE-CONSTRUCTION COST	\$6,622	\$6,622	
	TOTAL PROJECT COST	\$265,246	\$265,246	



NHC

NIELSON, HOOVER & COMPANY, INC.

SMART, UNCOMPROMISING, TIMELY, EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

June 25, 2019

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Lebolo Construction Management, Inc.
Project: Philip Lewis Center Renovation – Guarantee Bond
Bond No. 6091003071

To Whom it May Concern:

Please allow this letter to serve as formal authorization for Palm Beach County to date the captioned bond and power of attorney to coincide with the Contract Date.

Thank you and should you have any questions or need any additional information, please feel free to contact our office anytime.

Sincerely,

Charles J. Nielson
Attorney In Fact

PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER 6091003071

BOND AMOUNT 6091003071

CONTRACT AMOUNT \$265,246

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: Philip Lewis Center Renovation

PROJECT NUMBER: 17573

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Interior Renovation: Demolition, Drywall, Paint,
Doors, Ceiling, Electric, HVAC

PROJECT LOCATION: 1000 45th Street, West Palm Beach, FL 33407

LEGAL DESCRIPTION: _____

CONTRACT PAYMENT 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, in the sum of \$265,246.00, 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 **Philip Lewis Center Renovation**, Contract No. 17573 (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.

Dated on June 12, 2019

PRINCIPAL: Lebolo Construction Management,

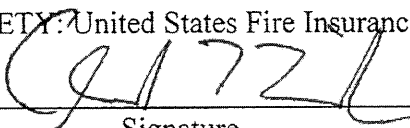

Attest as to the signature of Principal

Controller
Title

By:  Inc.
Signature
President
Title
(SEAL)


Address: 2100 Corporate Drive
Boynton Beach, FL 33426

SURETY: United States Fire Insurance Company

By: 
Signature

Charles J. Nielson, Attorney In Fact
Title

Attest as the signature of Surety


Title Witness

(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

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.

**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:

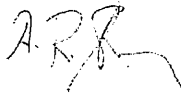
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers 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

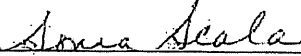


Anthony R. Slimowicz, Executive Vice President

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 day of 20
UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



PUBLIC CONSTRUCTION BOND (PERFORMANCE)

BOND NUMBER 6091003071

BOND AMOUNT 6091003071

CONTRACT AMOUNT \$265,246

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: Philip Lewis Center Renovation

PROJECT NUMBER: 17573

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Interior Renovation: Demolition, Drywall, Paint, Doors, Ceiling, Electric, HVAC

PROJECT LOCATION: 1000 45th Street, West Palm Beach, FL 33407

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 \$265,246.00 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 Philip Lewis Center Renovation, Contract No. 17573 (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.

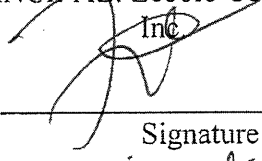
Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within 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 June 12, 2019

PRINCIPAL: Lebolo Construction Management,


Inc

By: _____
Signature

President
Title



Attest as to the signature of Principal

Controller

Title

(SEAL)

Address: 2100 Corporate Drive

Boynton Beach, FL 33426

**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



ARR

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 day of 20
UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

FORM OF GUARANTEE

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

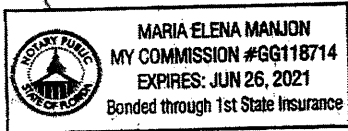
We the undersigned hereby guarantee that the **(Philip Lewis Center Renovation, Project No. 17573)** Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties 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

Maria Elena Manjon



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

By: _____
(Contractor Signature)

Randall Lebolo - President
(Print Name and Title)

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

By: _____
(Surety Signature)

Charles J. Nielson, Attorney In Fact
(Print Name and Title)

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

00927402019

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

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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.

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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



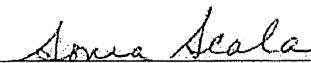
Anthony R. Slimowicz, Executive Vice President



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)

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20
UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

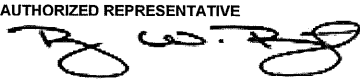
PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006 E-MAIL ADDRESS: kdunn@bgsagency.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : CNA/American Casualty Co. of Reading,PA	NAIC # 20427
INSURED LEBCO1 Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426	INSURER B : The Continental Insurance Co 35289	
	INSURER C : Transportation Insurance Company 20494	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 586385071 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	GL6072556356	9/11/2018	9/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BUA6072556373	9/11/2018	9/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUE6072556390	9/11/2018	9/11/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC6072623358	9/11/2018	9/11/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 General Liability: Additional Insured, Primary & Non-Contributory, Waiver of Subrogation, Per Project Aggregate, On-Going and Completed Operations, as required by written contract, per form CNA74705XX 01/15.
 Auto Liability: Additional Insured, Primary & Non-Contributory, Waiver of Subrogation, as required by written contract, per form CNA63359XX 04/12.
 Workers Compensation: Waiver of Subrogation, as required by written contract, per form WC000313.
 Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers Compensation/Employers Liability coverages.
ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS
 Project Number: 18208
 Additional Insured: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department

CERTIFICATE HOLDER Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411-5603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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