

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 23, 2019

☐ Consent

☒ Regular

☐ Workshop

☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the contract with Lebolo Construction Management, Inc. (R2018-1161) in the amount of \$385,623 for the Bridgeman Park project located in unincorporated Palm Beach County, establishing a Guaranteed Maximum Price (GMP) for construction management services for a period of 205 calendar days from the notice to proceed.

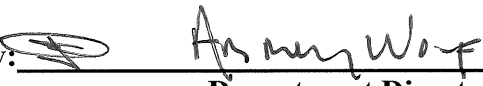
Summary: Amendment No. 2 authorizes construction management services for the proposed Bridgeman Park, located at 1475 N. Florida Mango Road. The proposed park is located in an underserved area of central Palm Beach County. The nearest neighborhood park is approximately two miles away using main roads. Neighborhood residents do not have a safe place to play within a reasonable walking distance. The project will primarily serve residents living within a half-mile radius of the park. The general service area is south of Okeechobee Blvd, east of Congress Ave, north of Belvedere Road and west of Australian Ave. The site is located within the Westgate CRA overlay and will provide recreational amenities that serve a variety of user groups within the surrounding community. Funding for this project has been provided by Department of Housing & Economic Sustainability (DHES) under a grant from Housing & Urban Development (HUD) to the County through the Community Development Block Grant (CDBG) Program and **Infrastructure Sales Tax (IST) funds**. A Memorandum of Understanding has been entered into between DHES, Parks and Recreation Department (Parks) and Facilities Development & Operations Department (FDO) in order to complete the project. The work was competitively solicited by Lebolo Construction Management, Inc. utilizing the Federal Requirements provided by DHES. 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 28% female participation. Lebolo Construction Management, Inc. is a Palm Beach County business. **(Capital Improvements Division) District 2 (LDC)**

Background & Policy Issues: On July 10, 2018, the Board of County Commissioners (BCC) approved the Fiscal Year 2018-2019 Action Plan (R2018-1061) which included an allocation in Federal Community Development Block Grant (CDBG) funds for the Bridgeman Park project of \$75,000 and via the Thirteenth (13th) Amendment to the Action Plan for the Fiscal Year 2016-2017, approved on July 10, 2018, an allocation of \$325,000 for a total of \$400,000 for basketball, playground and related amenities. On May 7, 2019, the BCC approved a budget transfer in the Housing and Community Development Fund of \$700,000 and a budget amendment of \$700,000 in the Public Building Fund to recognize the transfer (Agenda Item 3I-3) that included an amount of \$400,000 to be allocated to Bridgeman Park.

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.

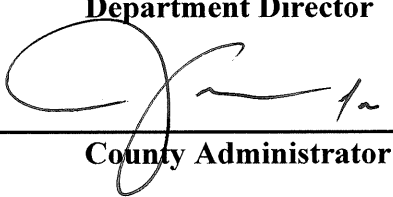
- Attachments:
- 1. Location Map
 - 2. Budget Availability Statements (2)
 - 3. Amendment No. 2
 - 4. Lebolo CM @ Risk Contract History

Recommended by:


Department Director

7/2/19
Date

Approved by:


County Administrator

7/11/19
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$385,623				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$385,623	-0-	-0-	-0-	-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 3804 Dept 411 Unit B672 Object 6520 \$374,280
Fund 3950 Dept 581 Unit T004 Object 6520 \$ 11,343

Funding for this project has been provided by DHES under a grant from HUD to the County through the Community Development Block Grant (CDBG) Program and Infrastructure Sales Tax funds (IST).

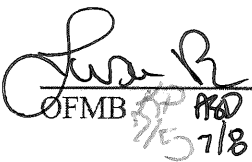
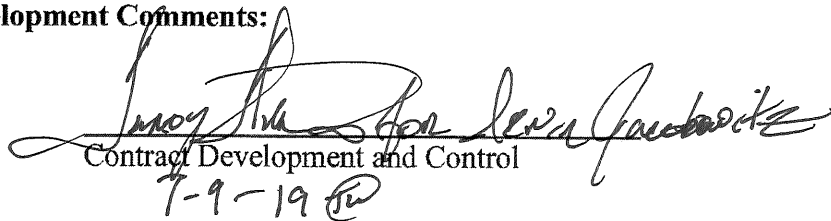
B. Recommended Sources of Funds/Summary of Fiscal Impact:

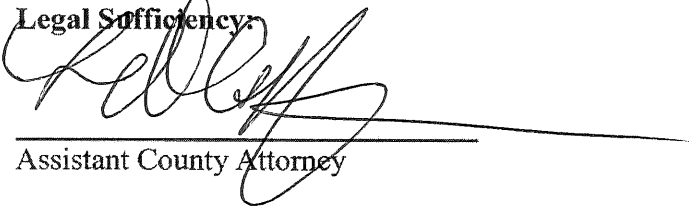
Construction..... \$380,069
Pre-Construction Services..... \$5,554
Total \$385,623


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 7/18
OFMB 7/18
 7-9-19
Contract Development and Control

B. Legal Sufficiency: 
Assistant County Attorney

C. Other Department Review: 
Department Director

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

LOCATION MAP

Project Name: Bridgeman Park

Address: 1475 N Florida Mango Road



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 06/05/19 Rev. 6/26/19 REQUESTED BY: Jason Griffith PHONE: 233-2050

PROJECT TITLE: Bridgeman Park
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A
REQUESTED AMOUNT: \$11,343
CSA or CHANGE ORDER NUMBER: Amendment #2
LOCATION:
BUILDING NUMBER:
DESCRIPTION OF WORK/SERVICE LOCATION:
PROJECT/W.O. NUMBER: 18607

IST PLANNING NO.:
BCC RESOLUTION#: R2018-1161
DATE: 08/14/18

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

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

GMP for preconstruction & construction services

CONSTRUCTION	\$11,343
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$11,343

* 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 3950 Dept 581 Unit T004 Object 6520 \$11,343.00

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

Ad Valorem (Amount \$) Infrastructure Sales Tax (Amount \$ 11,343)
State (source/type: Amount \$) Federal (source/type: Amount \$)
Grant (source/type: Amount \$) Impact Fees: (Amount \$)
Other (source/type: Amount \$)

Department: Parks + Recreation

BAS APPROVED BY: Jennifer E. Cullen DATE 6/26/19

ENCUMBRANCE NUMBER:

AMENDMENT #2
LEBOLO CONSTRUCTION MANAGEMENT, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
BRIDGEMAN PARK
PROJECT NO. 18607

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 August 14, 2018 (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 #5 as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #5, Owner assigned Project No. 18607 (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 **\$385,623** 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 **205** 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 &
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

Signature

Name (type or print)

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

Signature

Name (type or print)

Title

(Corporate Seal)





Project Cost Estimate Summary

Exhibit "A"

LEBOLO PROJECT No:	2018-0046
PBC PROJECT No:	18607
VERSION:	3.0
PROPOSAL DATE:	Wednesday, June 26, 2019

SCOPE OF WORK	
Bridgeman Park construction with playground, playcourt and landscaping.	

PALM BEACH COUNTY		BRIDGEMAN PARK	
Section	Description of Work	Total	Comments
1	Cost adjustment between estimate of Preconstruction Services cost and final Preconstruction Services cost	\$5,554	Preconstruction Phase
2	CONSTRUCTION	\$380,069	Construction Phase
TOTAL COST		\$385,623	

PUBLIC CONSTRUCTION BOND (PERFORMANCE)

NUMBER 6091003053

BOND AMOUNT \$380,069

CONTRACT AMOUNT \$380,069

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: Bridgeman Park

PROJECT NUMBER: 18607

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

DESCRIPTION OF WORK: Construction with Playground, Playcourt and Landscaping

PROJECT LOCATION: 1475 N Florida Mango Road, West Palm Beach, FL 33409

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 \$380,069.00, 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 Bridgeman Park, Contract No. 18607 (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 5, 2019



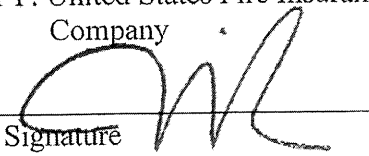
Attest as to the signature of Principal
Controller

Title

PRINCIPAL: Lebol Construction Management,
Inc.
By: _____
Signature

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


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.

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 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, 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 OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

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 5th day of June, 2019

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER 6091003053

BOND AMOUNT \$380,069

CONTRACT AMOUNT \$380,069

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: Bridgeman Park

PROJECT NUMBER: 18607

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

DESCRIPTION OF WORK: Construction with Playground, Playcourt and Landscaping

PROJECT LOCATION: 1475 N Florida Mango Road, West Palm Beach, FL 33409

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 \$380,069.00, 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 **Bridgeman Park**, Contract No. 18607 (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 5, 2019

PRINCIPAL: Lebolo Construction Management,
Inc.

By: _____

Signature

Title

(SEAL)

Attest as to the signature of Principal

Controller
Title

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

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

Page 3 of **by** reference.

Federal Payment Bond Ver04132018

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 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, 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 OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

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 5th day of June 20¹⁹
UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

Bond No. 6091003053

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 BRIDGEMAN PARK, PROJECT NO. 18607, 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)

Randall Lebolo-pandot
(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 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



ARK

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, 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 OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

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.

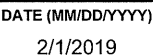
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 5th day of June 20¹⁹

UNITED STATES FIRE INSURANCE COMPANY



Al Wright


Al Wright, Senior Vice President



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															
		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : CNA/American Casualty Co. of Reading,PA</td> <td>20427</td> </tr> <tr> <td>INSURER B : The Continental Insurance Co</td> <td>35289</td> </tr> <tr> <td>INSURER c : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CNA/American Casualty Co. of Reading,PA	20427	INSURER B : The Continental Insurance Co	35289	INSURER c : Transportation Insurance Company	20494	INSURER D :		INSURER E :		INSURER F :	
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INSURED LEBC01 Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426																	

REVISION NUMBER:

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

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 

The ACORD name and logo are registered marks of ACORD

Construction Manager:				Lebolo Construction Management, Inc.				Total: \$155,334				#R331				#R331				SBE Goal: 15%			
Contract Award Date:				14-Aug-18																			
Resolution Number:				R2018-1161																			
Annual Type:				Construction Manager @ Risk (FEDERAL)																Monitored By: CID			
Expiration Date:				13-Aug-20																			
Renewal Options:				1 - 2 yr renewal																			
Task	Work Order	Amend Number	Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	Appr'd By	SBE %	WBE %	MBE %	DBE %	HDB %								
							Annual Contract	Annual Contract R2018-1161	14-Aug-18	BCC													
1			\$3,027	Anthony Lougo	25-Oct-18	18011	Morkam Museum Tile Roof Repairs	GMP for preconstruction & construction services	4-Feb-19	AW	50.00%	0.00%	17.00%	0.00%	0.00%								
2			\$11,005	Anthony Lougo	7-Nov-18	18379	West County Courts (Belle Glade) Roof Repairs	GMP for preconstruction & construction services	05-Jan-19	AW	40.00%	10.00%	10.00%	0.00%	0.00%								
3			\$15,221	Gus Arnold	9-Nov-18	18550	Okeechobee & John Prince Parks Golf Centers Awnings	GMP for preconstruction & construction services	07-Dec-18	AW	34.00%	7.00%	14.00%	10.00%	0.00%								
4			\$5,907	Luis Herrera	9-Nov-18	18378	WUD Fuel Island Canopy Fascia Repairs	GMP for preconstruction & construction services	7-Dec-18	AW	50.00%	25.00%	25.00%	0.00%	0.00%								
5			\$17,895	Fernando Del Dago	3-Dec-18	18388	140 SW 6th Avenue, South Bay	GMP for Asbestos Abatement	8-Mar-19	AW	48.00%	23.00%	31.00%	77.00%	0.00%								
6			\$0	Anthony/Jason	3-Dec-18	18828	Chickee Huts Repairs	GMP for preconstruction & construction services	Canceled by Parks		0.00%	0.00%	0.00%	0.00%	0.00%								
7			\$73,827	Anthony/Luis	3-Dec-18	18380	Government Center, Main Courthouse Building, WPB's Clerk of Court Storage Repairs	GMP for preconstruction & construction services	22-Jan-19	AW	19.00%	1.00%	0.00%	5.00%	0.00%								
8			\$28,762	Anthony/Bill	6-Dec-18	18680	Demolition South - 255 NW 11th Avenue, South Bay	GMP for preconstruction & construction services			33.00%	17.00%	8.00%	3.00%	8.00%								
9			\$70,000	Luis Herrera	30-Jan-19	18377	FBO Jails - Fence & Paint Repairs	GMP for preconstruction & construction services			33.00%	10.00%	17.00%	13.00%	0.00%								
1			\$48,711	Jason Griffith	18-Feb-19	18495	South Bay, Kenwood & Glades Plover Park	Preconstruction services	16-Mar-19	AW	12.00%	7.00%	21.00%	52.00%	9.00%								
2			\$8,280	Andrew Gamble	02/28/19	18897	EOC - Upgrades Audio Controls Systems	Preconstruction services	25-Mar-19	AW	60.00%	7.00%	7.00%	3.00%	0.00%								
3			\$28,111	Bill Munker	1-Mar-19	17619	AO Upgrade Palm Tran	Preconstruction services	16-Apr-19	AW	31.00%	9.00%	7.00%	1.00%	0.00%								
4			\$1,740	Bill Munker	18-Mar-19	18448	Demolition - 140 SW 6th Avenue, South Bay	Preconstruction services	19-Apr-19	AW	48.00%	33.00%	88.00%	38.00%	8.00%								
5			\$17,220	Jason Griffith	18-Mar-19	18607	Bridgeman Park	Preconstruction services	20-Apr-19	AW	0.00%	0.00%	0.00%	0.00%	0.00%								
6			\$552	Fernando Del Dago	20-Mar-19	18450	Asbestos pre-demolition survey - 8780 Serub Avenue, Palm Springs 33401	Preconstruction services	5-Apr-19	AW	31.00%	18.00%	36.00%	46.00%	8.00%								
7			\$4,500	Fernando Del Dago	25-Mar-19	15378	Therapeutic Recreational Center Phase 1	Preconstruction services	6-May-19	AW	0.00%	0.00%	0.00%	0.00%	0.00%								
8			\$0,280	Fernando Del Dago	25-Mar-19	17573	Philip Lewis Center Renovation	Preconstruction services	28-Apr-19	AW	24.00%	24.00%	18.00%	26.00%	4.00%								
9			\$0,748	William Munker	23-Mar-19	18391	Fuel & Bus Wash Canopies Refurbishment	Preconstruction services	2-May-19	AW	0.00%	0.00%	0.00%	0.00%	0.00%								
		1	\$701,852	Jason Griffith	4-Apr-19	18485	South Bay, Kenwood & Glades Plover Park	GMP for construction services			0.00%	0.00%	0.00%	0.00%	0.00%								
10			\$7,200	Roselyn Acosta	17-Apr-19	18485	Palm Tran Replace existing parking lot metal hydlde lamps with LED lighting	Preconstruction services			0.00%	0.00%	0.00%	0.00%	0.00%								
11			\$2,553	William Munker	17-Apr-19	18304	Palm Tran West - Paint & Waterproofing	Preconstruction services			0.00%	0.00%	0.00%	0.00%									

ATTACHMENT 4