Agenda Item #: **3H-10** 

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: March 10, 2020	[X] Consent [ ] Workshop	[ ] Regular [ ] Public Hearing
Department: Facilities Development and Operations		

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to the contract with Lebolo Construction Management, Inc. (R2018-1161) in the amount of \$650,000 for the Pahokee Gymnasium Renovation establishing a Guaranteed Maximum Price (GMP) for construction management services for a period of 120 calendar days from the notice to proceed.

Summary: Amendment No. 4 authorizes construction management services for the renovation of the Pahokee Gymnasium, located at 360 East Main Street. The proposed gymnasium is located in an underserved area of Pahokee. The renovation of the gymnasium, which was the old Pahokee High School Gymnasium, will allow the City to provide an indoor recreational venue benefiting the residents of Pahokee. On May 7, 2019, the BCC approved a budget transfer of \$750,855 in the Housing and Community Development Fund and a budget amendment of \$750,855 in the Public Building Fund to recognize the transfer (Agenda Item 3I-5). 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. Amendment No. 4 authorizes construction management services for the interior modifications at Pahokee Gymnasium. Funding for this project has been provided by DHES under a grant to the County through the Community Development Block Grant (CDBG) Program from the U.S. Department of Housing and Urban Development (HUD). The work was competitively solicited by Lebolo Construction Management, Inc. utilizing the Federal Requirements provided by DHES. Under the federal requirements, this project has a 22.4% minority and 6.9% female participation goal established. After good faith efforts, Lebolo Construction Management, Inc. minority participation for this amendment is a total of 10%, including 3% female participation. Under the Federal requirements the goals are not mandatory providing the contractor executed good faith efforts. Lebolo Construction Management, Inc. is a Palm Beach County business with their main office located in Boynton Beach. These are CDBG grant funds, which require no local match. (Capital Improvements Division) District 6 (LDC).

**Background and Justification:** The project includes modifications to renovate the Pahokee Gymnasium to modernize the existing space, which was once the Old Pahokee High School Gymnasium. The renovated Pahokee Gymnasium will provide a place for youth to partake in climate controlled indoor recreational activities and will benefit the community it serves.

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 Statement
- 3. Amendment No. 4
- 4. Agenda Item 3I-5
- 5. Memorandum of Understanding
- 6. Amendment 001 to the Memorandum of Understanding

Recommended by:	Department Director	<u> </u>
Approved by:	County Administrator	2/2//2120 Date

#### II. FISCAL IMPACT ANALYSIS

<b>A.</b>	Five Year Summary of F	iscal Impact:				
Fisc	cal Years	2019	2020	2021	2022	2023
Ope Ext Pro	oital Expenditures erating Costs ernal Revenues gram Income (County) Kind Match (County	\$655,120 				
NE	Г FISCAL IMPACT	<u>\$655,120</u>	<u>-0-</u>	-0-	<u>-0-</u>	<u>-0-</u>
	DDITIONAL FTE SITIONS (Cumulative)					
	tem Included in Current Boes this item include use of fe		Ye Ye		_ No _ No	
Budş	get Account No: Fund	3804 Dept	<u>411</u> Unit	<u>B673</u>	Object <u>49</u>	<u>07</u>
В.	Recommended Sources of	f Funds/Summa	ry of Fiscal II	npact:		
	The Funding for this iter	n is from CDBG	funds.			
С.	Construction	\$5,120 \$655,1	)	· 		
		III. <u>REVIE</u>	W COMMEN	NTS		
A.	OFMB Fiscal and/or Cor	ntract Developm	ent Comment	s:		
	Polyphon Rawie	2/13/2020	Contract Dev	relopment and		21/8/2020
В.	Legal Sufficiency:  Assistant County Attorney	2/19/ar	2)			
C.	Other Department Revie	w:				
	Department Director					

#### **ATTACHMENT 1**

# **LOCATION MAP**

Project No: 19205

Project Name: Pahokee Gymnasium Renovation

Location: 360 East Main Street, Pahokee



# BUDGET AVAILABILITY STATEMENT Attachment # 2

	B	BUDGET AVAI		MENT Attachment #
REQUEST DATE:	2/5/2020	REQUESTED	BY: Luis Herrera	PHONE: 233-2053
PROJECT TITLE:		ymnasium Renovati ame as CIP or IST, i		ICT DI ANNING NO .
ORIGINAL CONTI	RACT AMO	OUNT: \$39,000.00		IST PLANNING NO.:
REQUESTED AMO eFDO #: 2019-0424		5,120		BCC RESOLUTION#: R2018-1161 DATE: 08/14/2018
CSA or CHANGE (	ORDER NU	MBER: Amendmen	t # 4	
LOCATION: 360 B	East Main St	reet Pahokee		
BUILDING NUMB	ER:			
DESCRIPTION OF	WORK/SE	RVICE LOCATION	I: Pahokee Gymnasium R	enovation
PROJECT/ <del>W.O</del> . NU	JMBER: 19	9205		
CONSULTANT/CO	ONTRACTO	OR: Lebolo Constru	action Management Inc.	(CM- Annual)
PROVIDE A BR CONSULTANT/CO			E SCOPE OF SERVIC	ES TO BE PROVIDED BY THE
Construction Manag	gement Serv	ices for the renovation	on of the Pahokee Gymnas	ium.
CONSTRU STAFF CO TOTAL		\$650,000.0 \$5,120 \$655,120	0	
by FD&O. Unless the costs of \$250,000 or §	ere is a chang greater, staff	ge in the scope of work charges will be billed	, no additional staff charges	ount will be charged upon receipt of this BAS will be billed. If this BAS is for construction he end of the project. If the project requires d upon project completion.
BUDGET ACCOU	NT NUMB	ER(S) (Specify distr	ribution if more than one a	nd order in which funds are to be used):
FUND:		DEPT:	UNIT:	OBJ:
3804	<u>/</u>	411	B673	4907
IDENTIFY FUND		CE FOR EACH A	,	ovide detail for <u>all</u> that apply) Tax (Amount \$)
☐ State (source/typ			) AFederal (source/ty)	pe: Amount \$)
☐ Grant (source/typ			)	ount \$)
☐ Other (source/typ	e:	Amount \$	)	
Department:		1/////	7	
BAS APPROVED 1	3Y: <u>/</u>	m She	1	DATE 2/5/2020
ENCUMBRANCE :	- NUMBER:"			

# AMENDMENT #4 LEBOLO CONSTRUCTION MANAGEMENT, INC., TO CONTRACT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES ON A CONTINUING CONTRACT BASIS FOR FEDERALLY FUNDED PROJECTS PAHOKEE GYMNASIUM RENOVATION PROJECT NO. 19205

**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 #12 as may be supplemented and amended by this Amendment.

**WHEREAS**, under Task Order #12, Owner assigned Project No. 19205 (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

Page 1 of 3

Form Rev. 10/29/2019 Amendment for GMP – Federal CM Continuing

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 \$650,000 for the construction phase 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 **120** calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- **6. EEO Goal**. An EEO Minority goal of 22.4% and EEO Female goal of 6.9% has been established for this Project. Construction Manager anticipates an EEO Minority utilization of 10% and EEO Female utilization of 3% in this construction phase.
- 7. Attachments. The following attachments are attached hereto and incorporated herein by reference:

Exhibit A - GMP Summary Payment Bond Performance Bond Form of Guarantee Insurance Certificate(s)

**8.** 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:	PALM BEACH COUNTY BOARD, FLORIDA
SHARON R. BOCK, CLERK & COMPTROLLER	Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:
APPROVED AS TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorpes	By: Hamy Wife Director - FD&O
WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE	CONSTRUCTION MANAGER:
Signature	Signature
Sebastian C. Fonnegra	Randall Lebolo
Name (type or print)	Name (type or print)
	President
	Title
	(Corporate Seal)

# EXHIBIT A GMP Summary

# **Project**Estimate Summary

#### Exhibit "A"



PROJECT NAME: LEBOLO PROJECT No:

PBC PROJECT No: VERSION:

PROPOSAL DATE:

PAHOKEE GYM RENOVATION
2019-0021
 19205
 3.0
Thursday, December 12, 2019

#### SCOPE OF WORK

Pahokee Gymnasium Renovation with interior new impact sport surface, floor deflection testing, demolition, new restrooms, doors, finishes, electrical, plumbing and sitework.

	PALM BEACH COUNTY	PAHOKEE GYM RENOVATION							
Section	Description of Work	Proposal V.1	Proposal V.2	Variance	# Received Proposals				
DIVISION 1	GENERAL REQUIREMENTS								
DIVIDION I	1.2 Survey	\$930	\$930	\$0	1	Remain as V.1			
	1.3 Construction Testing	\$2,730	\$2,730	\$0	2	Remain as V.1			
	1.6 Deflection Test	\$4,300	\$4,300	\$0	<del>_</del>	Remain as V.1			
DIVISION 2	SITE CONSTRUCTION	ψ 1,000	ψ.,,οσο	Ψ σ	•	Tromain do 1.1			
	2.1 Demolition	\$24,970	\$24,970		3	Remain as V.1			
	2.4 Sitework	\$38,464	\$45,833	\$7,369	1	Proposal received			
	2.5 Landscaping & Irrigation	\$46,786	\$0	-\$46,786	1	Removed by owner Dec 4/19			
<b>DIVISION 3</b>	CONCRETE/SHEEL								
	3.2 Concrete	\$31,944	\$11,606	-\$20,338	1	Remain as V.1			
<b>DIVISION 4</b>	MASONRY								
	4.1 Masonry (CMU) Infill	\$23,683	\$23,683	\$0	1	Remain as V.1			
<b>DIVISION 5</b>	STEEL								
	5.2 Handrails Galvanized	\$73,500	\$28,125	-\$45,375	900 ad 648				
<b>DIVISION 6</b>	WOOD								
	6.2 Finished Carpentry	\$15,433	\$15,433	\$0	1	Remain as V.1			
	6.3 Wood Structural Reinforcement	\$25,000	\$25,000	\$0	0	Owner's allowance			
<b>DIVISION 7</b>	THERMAL /MOISTURE								
	7.1 Roofing	\$1,500	\$2,500	\$1,000	0	Owner's allowance			
<b>DIVISION 8</b>	DOORS & WINDOWS								
	8.1 Doors	\$9,535	\$9,535	\$0	1	Remain as V.1			
	8.2 Windows	\$1,105	\$1,105	\$0	2	Remain as V.1			
<b>DIVISION 9</b>									
	9.1 Stucco	\$21,800	\$21,800	\$0	2	Remain as V.1			
	9.2 Framing & Drywall	\$1,640	\$6,300	\$4,660	0	Proposal received			
	9.4 Flooring	\$17,565	\$17,565	\$0	2	Remain as V.1			
	9.5 Gym Flooring	\$18,300	\$18,300	\$0	1	Remain as V.1			
	9.6 Painting	\$30,965	\$30,965	\$0	4	Remain as V.1			
DIVISION 10	SPECIALTIES								
	10.1 Toilet Partitions & Accessories	\$12,700	\$12,700	\$0	1	Remain as V.1			
1909 yelliğirile	10.3 Canopies	\$33,800	\$0	-\$33,800	75 - 13 <b>1</b> 15 -	<u> 2018 (1980)                                    </u>			
	10.4 Interior Signs	\$2,782	\$2,782	\$0	11	Remain as V.1			
	10.5 Wall Padding	\$14,000	\$8,119	-\$5,881	4024 <b>1</b> 359	ka 1860-2000 (mark 1986) species (1986) (market)			
	10.6 Acoustic Panels	\$24,080	\$18,180	-\$5,900	2				
DIVISION 15	MECHANICAL								
	15.1 HVAC	\$26,877	\$26,877	\$0	2	Remain as V.1			
	15.2 Plumbing	\$20,320	\$20,320	\$0	1	Remain as V.1			
DIVISION 16	ELECTRICAL								
	16.1 Electrical Systems	\$55,500	\$35,000	-\$20,500	3				
	16.2 Fire Alarm	\$5,000	\$2,000	-\$3,000	0	Owner's allowance			
	16.3 Low Voltage	\$1,443	\$1,443	\$0	1	Remain as V.1			
	SUBTOTAL	\$586,652	\$418,102	-\$168,551	N. (1981)				
80-2000	Builder's Risk Insurance	\$5,867	\$4,181	-\$1,686		Allowance (to be verified after PBC Review)			
80-2000	Insurance	\$10,560	\$7,526	-\$3,034					
80-0000	General Conditions	\$107,930	\$107,930	\$0		4 months			
80-0400	Building Permit Fee	\$0	\$0	\$0	icasilenas dan Nilainas	by owner			
	SUBTOTAL	\$711,008	\$537,738	-\$173,270		Marie Land A. Marie I.			
90-0000	Contingency	\$21,330	\$42,634	-\$13,738		Owner's contingency 7.9284%			
99-9999	FEE (OH & Profit)	\$71,101	\$53,774	-\$17,327	out the second second second	>\$500,000 - 10%			
	SUBTOTAL	\$803,440	\$634,146	-\$204,335		Control of the state of the sta			
ALCONO TO A CONTRACTOR OF THE SECOND	Bond	\$20,086	\$15,854	-\$5,108	PARTITION OF THE PARTIT				
	CONSTRUCTION COST	\$823,526	\$650,000	-\$209.443	series of the	See attached Qualifications & Exclusions			
		4020,020	- voeo,000	AC02,443	Complete Com	SAC SUSCINSCISCOMMOGRAPIC OF EXCIDENCIS			



February 7, 2020

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

RE: Lebolo Construction Management, Inc.

Project: Pahokee Gymnasium Renovation

Bond No. 6021271107

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 conincide 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,

Ian A. Nipper Attorney In Fact

8000 Governors Square Boulevard Suite 101 Miami Lakes, FL 33016 P: 305.722.2663 F: 305.558,9650

www.nielsonbonds.com

#### PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER	ND NUMBER 6021271107							
BOND AMOUNT	UNT \$650,000.00							
CONTRACT AMOU	NT .	\$650,000.00						
CONTRACTOR'S NA	AME:	Lebolo Construction Management, Inc.						
CONTRACTOR'S AI	DDRES	S: 2100 Corporate Drive, Boynton Beach, FL 33426						
CONTRACTOR'S PI	HONE:	(561) 742-7644						
SURETY COMPANY	Y:	United States Fire Insurance Company						
SURETY'S ADDRES	SS:	305 Madison Avenue						
		Morristown, NJ 07960						
SURETY'S PHONE:	:	( 973) 490-6600						
OWNER'S NAME:		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS CAL IMPROVEMENTS DIVISION						
OWNER'S ADDRES	SS:	2633 Vista Parkway West Palm Beach, FL 33411-5604						
OWNER'S PHONE:	;	(561) 233-0261						
PROJECT NAME: Pahokee Gymnasiu	m Renov	ation						
PROJECT NUMBER	<b>R:</b> 1920	5 - Amendment #4						
CONTRACTENTA	RER GO	be provided after Contract award):						
DESCRIPTION OF								
DESCRIPTION OF	WORK							
PROJECT LOCATION: 360 Main Street, Pahokee, FL 33476								
**************************************								
LEGAL DESCRIPTION:								
****								
		Page 1 of 3						

Page 1 of 3

Federal Payment Bond Ver04132018

Bond No. 6021271107

#### CONTRACT PAYMENT BOND

BY THIS BOND, WELebolo Construction	n Management, Inc., as Principal and United States Fire Insurance Companya
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
\$650,000.00 , for payment of	which we bind ourselves, our heirs, personal representatives,
successors, and assigns, jointly and sever	rally.

#### THE CONDITION OF THIS BOND is that if Principal:

1. Promp	tly m	akes j	payme	nt to all cla	imants	s and	lienors	supplying	g Princi	ipal v	with la	abor, mater	rials or
supplies,	used	direct	tly or	indirectly b	y Prir	ncipal	or reas	onably re	quired	for 1	the pe	rformance	of the
Contract	and	in	the	prosecution	of	the	work	provided	i for	in	the	Contract	dated
					, bet	ween	Princi	pal and	COU	YTV	for	constructi	on of
Pahokee	Gymn	asium	Renov	vation , C	ontrac	et No.		(	the "C	ontra	ct"), t	he Contrac	t being
made a p	art of	this b	ond by	reference,	n the	time a	nd in th	e manner	prescri	bed i	n the	Contract, a	nd;

2. Pays COUNTY all losses, damages including liquidated damages and delay damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

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

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

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

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

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

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

Page 2 of 3

Federal Payment Bond Ver04132018

Dated on tebruary 20, 2020	PRINCIPAL: Lebolb Construction Management, Inc.
	By: 2 andall Jebilo
	President
Attest as to the signature of Principal	Title
	(SEAL)
Controller - Andrie Pouell	
Title	Address: 2100 Corporate Drive
	Boynton Beach, FL 33426
Attent on the giangtown of Surety	SURETY: United States Fire Insurance Company  By: Signature  Ian A. Nipper, Attorney In Fact  Title
Attest as the signature of Surety	
/(/////////////////////////////////////	(SEAL)
Title Witness	(SELLE)
	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

Page 3 of 3

Federal Payment Bond Ver04132018

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

00927402020

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, 2021.

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 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

Commonwealth of Pennsylvania – Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission ex pires August 22, 2023 Commission number 1348843 Jamara Katking

UNITED STATES FIRE INSURANCE COMPANY

Tamara Watkins

(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

----



Al Wright, Senior Vice President

#### PUBLIC CONSTRUCTION BOND (PERFORMANCE)

BOND NUMBER	6021271107						
BOND AMOUNT	\$650,000.00						
CONTRACT AMOUNT		\$650,000.00					
CONTRACTOR'S NA	AME: _	Lebolo Construction Management, Inc.					
CONTRACTOR'S AI	DDRESS	: 2100 Corporate Drive, Boynton Beach, FL 33426					
CONTRACTOR'S PI	HONE: _	(561) 742-7644					
SURETY COMPANY	ζ: _	United States Fire Insurance Company					
SURETY'S ADDRES	SS: _	305 Madison Avenue					
	-	Morristown, NJ 07960					
SURETY'S PHONE:	. <u>.</u>	(973) 490-6600					
OWNER'S NAME:		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL IMPROVEMENTS DIVISION					
OWNER'S ADDRES		2633 Vista Parkway West Palm Beach, FL 33411-5604					
OWNER'S PHONE:	•	(561) 233-0261					
PROJECT NAME:_	Pahokee	Gymnasium Renovation					
PROJECT NUMBER	R: 19205	5 - Amendment #4					
GONERA GUSNUM	FR. Cor	e provided after Contract award):					
DESCRIPTION OF							
DESCIAL FIGH OF	WOIGE.						
PROJECT LOCATI	ON: 360	Main Street, Rahokee, FL 33476					
LEGAL DESCRIPT	MON:						

Page 1 of 4

Federal Performance Bond Ver04132018

#### CONTRACT PERFORMANCE BOND

BY THIS BOND, we, Lebolo Construction iv	lanaç	gement, inc.		, as	Principal	and	
United States Fire Insurance Company	a	Corporation,	as	Surety,	whose	address	is
305 Madison Avenue, Morristown, NJ 07960		, are bour	id to t	he Palm B	each Cou	inty	
Board of County Commissioners, hereinafter	r cal	led COUNTY,	for th	ne sum of	\$_650,000	0.00	
for payment of which we bind ourselves, ou	ır he	irs, personal re	prese	ntatives, s	uccessors	, and assig	gns,
jointly and severally.							

#### THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the Contract dated \_\_\_\_\_\_\_, 20\_\_\_\_ between Principal and COUNTY, for the construction of Pahokee Gymnasium Renovation, Contract No.\_\_\_\_\_\_ (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 Countract, 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 February 10, 2020	PRINCIPAL: Lebolo construction Management, Inc.
	By: Radall Jebilo
	Signature
	Dresidat
Attest as to the signature of Principal	Title
Controller - Andria Rovey Title	(SEAL)
	Address: 2100 Corporate Drive
	Boynton Beach, FL 33426

	SURETY: United States Fire Insurance Company
	By: Mipper Signature
	Ian A. Nipper, Attorney In Fact Title
Attest as the signature of Surety	Title
Action as the signature of Surety	
Col Colon	(SEAL)
Title Witness	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

00927402020

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, 2021.

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 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

Jamara Katking

State of Pennsylvania } County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

Commonwealth of Pennsylvania -- Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins

(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

#### FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Lebolo Co Name: United States Fire Insurance Compar	onstruction Management, Inc. and Surety
We the undersigned hereby guarantee that the (Pahoke Florida, which we have constructed and bonded, specifications; that the work constructed will fulfill Contract Documents. We agree to repair or replace an which may be damaged in so doing, that may prove to a period of one year from the date of Substantial Comp of Palm Beach, State of Florida, without any expense wear and tear and unusual abuse or neglect excepted shall be carried through to completion.	has been done in accordance with the plans and the requirements of the guaranties included in the yor all of our work, together with any work of others be defective in the workmanship or materials within pletion of all of the above named work by the County whatsoever to said County of Palm Beach, ordinary
In the event of our failure to acknowledge notice, and (5) working days after being notified in writing by County, Florida, we, collectively or separately, do her said defects repaired and made good at our expense therefore upon demand.	the Board of County Commissioners, Palm Beach reby authorize Palm Beach County to proceed to have
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)
	(Print Name and Title)
	United States Fire Insurance Company (Surety Name) (Seal)

lan A. Nipper, Attorney In Fact (Print Name and Title)

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

00927402020

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-Fect named above and expires on January 31, 2021.

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:

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(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, acsimile, 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 acsimile 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 acsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the act 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 22<sup>nd</sup> day of August 2019.



Anthony R. Slimowicz, Executive Vice President

UNITED STATES FIRE INSURANCE COMPANY

State of Pennsylvania } County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

Commonwealth of Pennsylvania - Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843 Jamaia Katking

Tamara Watkins

(Notary Public)

20

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

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2019

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		CONTACT NAME:				
Bateman, Gordon & Sands, Inc. 3050 North Federal Hwy		PHONE (A/C, No, Ext): 954-941-0900	FAX (A/C, No): 954-941-2006			
Lighthouse Point FL 33064		E-MAIL ADDRESS: kdunn@bgsagency.com				
		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: CNA/American Casualty Co. of Reading	ng,PA 20427			
INSURED	LEBCO1	INSURER B: The Continental Insurance Co	35289			
Lebolo Construction Managemen 2100 Corporate Drive	t, inc.	INSURER c: Transportation Insurance Company	20494			
Boynton Beach FL 33426		INSURER D: Starstone National Insurance Compan	y 25496			
		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 1456699107	REVISION NUM	/IBER:			

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. ADDL SUBR INSR WVD POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE LTR LIMITS POLICY NUMBER GL6072556356 GENERAL LIABILITY 9/11/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 COMMERCIAL GENERAL LIABILITY \$ 100,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ 2,000,000 POLICY X PRO-JECT \$ COMBINED SINGLE LIMIT (Ea accident) В AUTOMOBILE LIABILITY BUA6072556373 9/11/2019 9/11/2020 \$1,000,000 BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS X UMBRELLA LIAB X OCCUR CUE6072556390 9/11/2019 9/11/2020 В EACH OCCURRENCE \$ 10,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE \$ 10,000,000 DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY C WC6072623358 9/11/2019 9/11/2020 X WC STATU-TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000 84917R190EQF D 8/13/2019 8/13/2020 Leased/Rented Equipment Limit: \$100,000 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 See Attached.. CERTIFICATE HOLDER 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. Palm Beach County c/o Capital Improvements Division

2633 Vista Parkway West Palm Beach FL 33411-5603 AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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AGENCY CUSTOMER ID: LEBCO1
----------------------------

LOC #:



#### **ADDITIONAL REMARKS SCHEDULE**

Page \_ 1 \_ of \_ 1

AGENCY Bateman, Gordon & Sands, Inc.		NAMED INSURED Lebolo Construction Management, Inc. 2100 Corporate Drive
POLICY NUMBER		Boynton Beach FL 33426
CARRIER	NAIC CODE	EFFECTIVE DATE:
ADDITIONAL REMARKS		——————————————————————————————————————
	ORD FORM,	
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	F LIABILITY IN	ISURANCE
Additional Insured: Palm Beach County Board of County Commiss Facilities Development & Operations Department	sioners, a polit	ical subdivision of the State of Florida, its officers, employees and agents, c/o
Delicy number    CARRIER   NAUC CODE		
ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE; CERTIFICATE OF LIABILITY INSURANCE Additional Insured Plant Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, ofo Facilities Development & Operations Department		

ACORD 101 (2008/01)

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Agenda Item #: 31-5

#### **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

#### **AGENDA ITEM SUMMARY**

**Meeting Date:** May 7, 2019 [X] Consent [ ] Regular [] Ordinance ] Public Hearing Department: Department of Housing and Economic Sustainability

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) a budget transfer of \$750,855 in the Housing and Community Development Fund, and B) a budget amendment of \$750,855 in the Public Building Fund to recognize the transfer.

Summary: On July 10, 2018, the Board of County Commissioners (BCC) approved the Fiscal Year 2018-2019 Action Plan (R2018-1061). The Action Plan included an allocation of Federal Community Development Block Grant (CDBG) funds for the renovation of the Pahokee Gymnasium Project. A Memorandum of Understanding (MOU) between the Facilities Development and Operations Department (FDO) and the Department of Housing and Economic Sustainability (DHES) requires that an interdepartmental budget transfer be established to reimburse FDO for eligible project costs. This budget transfer and amendment is necessary to appropriate the required budget. These are CDBG grant funds which require no local match. District 6 (JB)

Background and Justification: Palm Beach County receives an annual allocation of CDBG grant funds from the U.S. Department of Housing and Urban Development. Approval of this agenda item will appropriate CDBG funding to renovate the Pahokee Gymnasium facility. The CDBG program works to provide decent affordable housing, community facilities and services and job creation through expansion of businesses. FDO has executed a MOU with DHES to participate in the CDBG program as the implementing agency for this project.

#### Attachment(s):

- 1. Budget Transfe
- Budget Amendment
   Pahokee Gymnasium Project MOU

Recommended By: **Department Director** 20/ Approved By: Durc Assistant County Administrator

#### II. FISCAL IMPACT ANALYSIS

#### Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	\$750,855				
External Revenues	(\$750,855)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-	·			
					<u> </u>
# ADDITIONAL FTE	-0-				

External Revenues	(\$750,855)					
Program Income						
In-Kind Match (County)						
NET FISCAL IMPACT	-0-					
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-					
ls Item Included In Curre Does this Item include th		eral funds?	Yes X Yes X	No No		
Budget Account No.:						
Fund <u>1101</u> Dept <u>820</u> Unit <u>1</u>	431 Object <u>9</u>	<u>204</u> Program	Code/Period	BG43J/GY1	<u>18</u>	
B. Recommended So	urces of Fund	ds/Summary	y of Fiscal In	npact:		
Approval of this Development Bloot transfer for the Pal	ck Grant fur	nds to rein	burse FDO	via interd		
C. Departmental Fisc	al Review:	Shairette Ma	ajor, Fiscal M	anager II	_	
	III. <u>REV</u>	IEW COMM	<u>ENTS</u>			
A. OFMB Fiscal and/o	or Contract D	evelopment	and Contro	l Comments	:	
OFMB grups	क्षांच्या (क्षे	Contr	act Develop	ment and Cor	Notice (1)	 
B. Legal Sufficiency:		,				
Assistant County At	6 5 1 / 1 torney	<u>5</u>				
C. Other Department	Review:					

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Department Director

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

Page 1 of 1 BGEX-143-04231900000001288

FUND 1101 - Housing and Community Development

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

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED April 22, 2019	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions -Non Government Agency	6,210,320	3,792,739	0	750,855	3,041,884	680,129	2,361,755
820-1431-9204	Transfer to Public Bldg Impr Fund 3804	0	0	750,855		750,855		750,855
	TOTAL EXPENDITURES			750,855	750,855			
INITIATING DEPARTM	t Department Approval	Signatures  Onattan	Som	Pate 4 23 19		<i>1</i> 1	By Board of Gounty Co At Meeting of : May 7, 2019 Deputy Clerk to the Board of County Comm	

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

Fund

BGRV - 410-041519\*467 BGEX - 410-041519-1265

	B Department - Posted		<del>, , , , , , , , , , , , , , , , , , , </del>				of County Commis	
Administratio	on/Budget Department Approval		***	•			Deputy Clerk to th	e ·
	ancial Management & Budget NG DEPARTMENT/DIVISION	2011 An	MMy WOLF.	4/19/19			At Meetin 7-Ma	~
Office of Fig.	and Management B. Dudget	11	Signatures &	k Dates	<del> </del>	By Boar	ed of County Comin	
Total Appropriation	s & Expenditures	0	0	750,855	0	750,855		
T-4-1 4	- 0. The same Aller and	Δ		750 055		750 DEE		
EXPENDITURES 411/B673	4907 - Building Improvements Noncar	0	0	750,855 0	0	750,855 0	•	750,85
Fotal Receipts and B	salances	0	0	750,855	0	750,855		
+11/00/3		0	0	730,833	0	0.		
REVENUES 411/B673	8015 - tr Fr HCD Fd 1101		0	750,855	0	750,855		
	·							•
CCT,NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INÇREASE	DECREASE.	ADJUSTED BUDGET	ENCUMBERED As of mm/dd/yy	REMAININ BALANC
							EXPENDED/	

#### Attachment 5

#### MEMORANDUM OF UNDERSTANDING

### Department of Housing & Economic Sustainability and

#### Facilities Development and Operations

#### PÄHOKEE GYMNASIUM PROJECT

This Memorandum of Understanding (Memorandum) is entered into on <u>January 24, 2019</u>, by and between Palm Beach County Department of Housing & Economic Sustainability ("HES"), and Palm Beach County Facilities Development and Operations Department ("FDO") to cooperatively complete the Pahokee Gymnasium Project ("Project").

WHEREAS, HES has secured \$750,855 of Federal Community Development Block Grant (CDBG) funds provided by the United States Department of Housing and Urban Development (HUD) for the continued renovation of the Pahokee gymnasium; and

WHEREAS, FDO assumes the responsibilities for the implementation of the Project; and

WHEREAS, HES has made available up to \$750,855 of these CDBG funds to FDO for the renovations required to make the Pahokee Gymnasium a functioning facility; and

WHEREAS, the Project requires a design consultant/engineer and a contractor to implement the Project; and

WHEREAS, FDO shall utilize the services of Joseph Thomas (the Architect of Record for the previously proposed improvements) of Birse Thomas Architects, Inc., to design the improvements and the County's Federal Annual Construction Management contract for the construction itself; and

WHEREAS, the work of the architect and construction management firm requires oversight and coordination to be provided by assigned staff of FDO; and

WHEREAS, HUD requires that an inter-departmental agreement, provided as this Memorandum, be executed between HES and FDO, as the department implementing a federally-funded project; and

WHEREAS, HES and FDO wish to enter into this Memorandum in order to establish the terms and conditions for undertaking the Project; and

THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

#### 1. HES:

- a. Shall provide FDO with the Federal requirements applicable to construction contracts as they relate to the use of CDBG funds (including but not limited to, Davis-Bacon and Related Acts (DBRA), requirements established under 2 Code of Federal Regulations (CFR) Part 200, and Executive Order 11246).
- b. Shall provide FDO with forms to be completed by contractors and subcontractors as they relate to CDBG program regulations, and provide FDO with report forms to collect information needed by HES to meet its reporting obligations to HUD.
- c. Shall provide up to \$750,855 in CDBG funds to pay for eligible design and construction costs. Said funds shall be reimbursed to FDO for eligible expenses via a budget transfer mechanism.
- d. Shall update FDO with any HUD requirements associated with the use of CDBG funds that arise in the course of implementing the herein described project.

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING FOR PAHOKEE GYMNASIUM

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 Shall monitor the progress of project implementation and funds expenditure through contact with FDO and receipt from FDO of reports and/or copies of all charges made to the Project account

#### 2. FDO:

- Shall assign qualified staff to the oversight and implementation of the Project to assure
  the timely completion of the project.
- b. Shall submit to HES a copy of the architect's and construction management firm's contract award recommendation, related BCC Agenda Item (where applicable), executed contracts and any executed change orders.
- c. Shall administer the design, permitting and construction contract by performing tasks including, but not limited to, conducting site visits, reviewing the purchase and installation of products and materials according to specifications, evaluating change orders, tracking progress according to project schedules, reviewing and approving payment requests, and reviewing warranties for products and equipment.
- d. Shall provide HES with a copy of all payment requests applied against the project budget. Copies of all items charged to the project account shall be forwarded to HES concurrently with submission to PBC Finance Department.
- e. Shall inspect work in progress being performed by the consultant and contractor, and review, approve and process the payment requests made against their respective contracts. FDO shall not release final payment nor the contractually-required retainage accumulated from all draws until it has satisfactorily submitted all necessary project closeout documentation to HES.
- f. Shall perform enforcement of DBRA requirements, including but not limited to, reviewing payrolls and related DBRA documentation, and interviewing workers in the field
- g. Shall provide oversight of the construction contractor to assure that the construction of the project is implemented according to the scope of the project, activities determined to be eligible as Public Facilities and Improvements, as defined in 24 CFR 570.201(c) to enable HES to achieve the National Objective of benefiting low and moderate intome persons on an area-wide basis, as defined in 24 CFR 570.208(a)(1)(i).
- h. Shall obtain forms completed by contractors and subcontractors as they relate to CDBG and submit such forms to HES.
- i. Shall coordinate with HES staff regarding the expeditious completion of the project.
- 3. FDO shall maintain written records of work performed by its staff, and expenditures incurred in connection with this Memorandum, which records shall be maintained for five (5) years after expiration of this Memorandum.
- 4. All income samed by FDO, if any, from activities financed, in whole or in part, by funds provided hereunder must be reported to HES. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake the activities authorized by this Memorandum and as approved by HES. Accounting and disbursement of such income shall comply with 2 CFR Part 200 and regulations pertaining to the Community Development Block Grant Program.
- $5.\ FDO$  agrees to comply with the applicable uniform administrative requirements as described in the CDBG Regulations 24 CFR 570.502 and 2 CFR 200.

MEMORANDUM OF UNDERSTANDING FOR PAHOKEE GYMNASIUM

- 6. FDO shall carry out the activities in this Memorandum in compliance with all Federal laws and regulations at Subpart K of 24 CFR Part 570, except that: (i) FDO does not assume HBS's environmental responsibilities described at 24 CFR Part 570.604; and (ii) FDO does not assume HES's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 7. This Memorandum may be suspended or terminated in accordance with 2 CFR 200,338 if FDO materially fails to comply with any term hereof, and this Memorandum may be terminated for convenience in accordance with 2 CFR 200,339.
- 8. Upon expiration of this Memorandum, FDO shall transfer to HES any CDBG funds on hand at the 8. Upon expiration of this Memorandum, FDO shall transfer to HES any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under FDO's control upon expiration of this Memorandum which was acquired or improved in whole or part with CDBG funds, made available through this Memorandum, in excess of \$25,000 must either be used to meet one of the national objectives in the CDBG Regulations 24 CFR Part 570.508 for a period of five (5) years after expiration of this Memorandum, or, the City of Pahokee shall pay HES an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. This paragraph shall not be applicable if no real property was acquired or improved with CDBG funds made available through this Memorandum.
- 9. This Memorandum shaft expire on the date when FDO closes out the contract with, and makes all final payments pursuant to, all contracts funded by HES; when FDO has satisfactorily submitted all necessary documentation to HES for project closeout; and FDO has obtained written confirmation from HES of the completion of the Project.
- 10. Expenditure Requirements:
  \$ 50,000 (6.6% of the CDBG funds) shall be expended by July 15, 2019; and
  - \$50,000 (6.6% of the CDBG funds) shall be expended by December 31, 2019.

AGREED AS TO TERMS:

DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY

FACILITIES DEVELOPMENT AND OPERATIONS-DEPARTMENT

Jonathan Brown, Director

BY: MB Ann Wiff
Andrey Wolf, Director

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MEMORANDUM OF UNDERSTANDING FOR PAHOKEE GYMNASIUM

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# AMENDMENT 001 TO THE MEMORANDUM OF UNDERSTANDING

# <u>DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY</u> <u>and</u> <u>FACILITIES DEVELOPMENT & OPERATIONS</u>

#### PAHOKEE GYMNASIUM PROJECT

Amendment 001 entered into on October 1, 2019, by and between Palm Beach County Department of Housing and Economic Sustainability (HES) and Palm Beach County Facilities Development and Operations Department (FDO).

#### WITNESSETH:

WHEREAS, HES and FDO entered into a Memorandum of Understanding (MOU) on January 24, 2019, to utilize \$750,855 of Community Development Block Grant (CDBG) funding for certain improvements to the Pahokee Gymnasium; and

**WHEREAS**, the project schedule has been updated and the Expenditure Requirements for the CDBG funding requires revision; and

WHEREAS, the parties wish to revise Section 10: Expenditure Requirements.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed that the Expenditure Requirements, as contained in Section 10 of the MOU shall be as follows:

- \$225,000 shall be expended by July 15, 2020
- \$750,855 shall be expended by October 30, 2020

**AGREED AS TO TERMS** 

**FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT** 

Audrey Wolf, Director

DEPARTMENT OF HOUSING & ECONOMIC

SUSTAINABILITY

Jonathan B. Brown, Director

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