

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

**Meeting Date:** November 17, 2020

☒ **Consent**

☐ **Regular**

☐ **Ordinance**

☐ **Public Hearing**

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment No. 6 to the continuing contract with Lebolo Construction Management, Inc. (R2018-1161) for the John Stretch Memorial Park project establishing a Guaranteed Maximum Price (GMP) for construction management (CM) services in the amount of \$314,748 for a period of 60 calendar days or until project is complete.

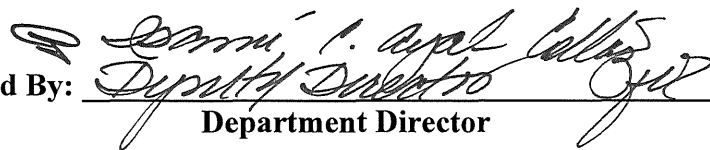
**Summary:** On August 14, 2018, the Board of County Commissioners approved the continuing CM contract with Lebolo Construction Management, Inc. for construction management services of federally funded capital projects under \$2,000,000 (effective July 1, 2020, this limit increased to \$4,000,000 due to changes in the Florida Statutes). Amendment No. 6 consists of installing an asphalt overlay on the parking lot at John Stretch Memorial Park. The existing parking lot is deteriorating and in need of replacement. The asphalt overlay is the more economical option, which includes a paving method of applying a new layer of asphalt to a deteriorating surface. The existing asphalt layers are used as a base for the new asphalt pavement. The work was competitively solicited by Lebolo Construction Management, Inc. utilizing the federal requirements provided by the Department of Housing and Economic Sustainability (DHES). Under the federal requirements, this project has a 22.4% minority and 6.9% female participation goal established; however, the goals are not mandatory, provided the contractor exercised good faith efforts. After good faith efforts, Lebolo Construction Management, Inc. is unable to provide minority and female participation for this amendment. Lebolo Construction Management, Inc. is a Palm Beach County business with its main office located in Boynton Beach. **The funding sources for Amendment No. 6 are the Housing and Urban Development (HUD) Community Development Block Grant, and the Infrastructure Sales Tax fund. (Capital Improvements Division) District 6 (LDC)**

**Background & Justification:** CM at Risk is a project delivery method where the CM provides design phase assistance; evaluation of cost and schedule including the implications of alternate designs, systems and materials on cost and schedule, and serves as the general contractor bidding the subcontracts for construction. The existing parking lot is deteriorating and in need of replacement. The asphalt overlay includes applying a new layer of asphalt over the deteriorating surface rather than the more costly option of tearing up the old asphalt surface entirely to completely replace the asphalt.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. GMP Amendment No. 6
4. Lebolo Construction Management, Inc.- Contract History

**Recommended By:**

  
Department Director

**Date**

10/29/20

**Approved By:**

  
County Administrator

**Date**

11/10/2020

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$316,668				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$316,668				


# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget:	Yes	X	No	
Does this item include the use of federal funds?	Yes	X	No	

Budget Account No:				
Fund 3600	Dept 582	Unit P884	Object 6504	Amount \$280,000.00
Fund 3950	Dept 581	Unit T112	Object 6504	Amount \$34,748.00
Fund 3950	Dept 581	Unit T112	Object 6505	Amount \$1920.00

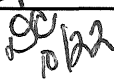
Construction	\$314,748.00
Staff Cost	\$ 1,920.00
Total	\$316,668.00

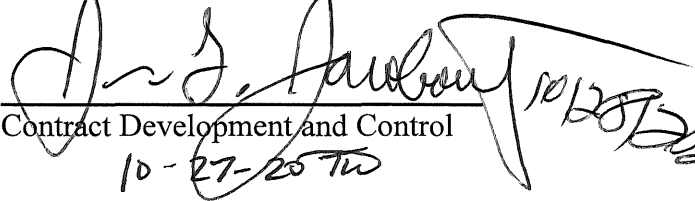
B. Recommended Sources of Funds/Summary of Fiscal Impact:  
A total of \$280,000 of the project cost is funded from Community Development Block Grant (CDBG) funds, and the remaining \$36,668.00 of the project value is from the Infrastructure Sales Tax fund.

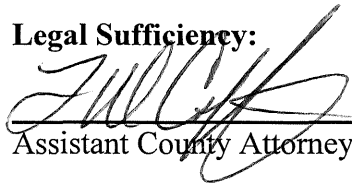
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

  
OFMB  10/23/2020  
BR 10/23 LM 10/22

  
Contract Development and Control  
10-27-20 TW

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 No: 2020-027215  
Project Name: John Stretch Memorial Park  
Location: 47225 N US Highway 27, Clewiston



**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 09/10/2020 Rev. 09/16/2020

REQUESTED BY: Rocky Roque

PHONE: 233-2050

PROJECT TITLE: John Stretch Memorial Park  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#: R2018-1161

REQUESTED AMOUNT: \$316,668

DATE: 08/14/18

CSA or CHANGE ORDER NUMBER: Amendment #6

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/~~W.O.~~ NUMBER: 2020-027215

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

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

GMP for construction services &amp; Preconstruction Cost Adjustment

CONSTRUCTION	\$314,748
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 1,920
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$316,668

- 3950-581-T112-6505 - \$1,920.00

\* 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: 3600 DEPT: 582 UNIT: P884 OBJ: 6504 - \$280,000  
3950 581 T112 6504 - \$34,748.00

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

Ad Valorem (Amount \$ ) Infrastructure Sales Tax (Amount \$ 36,668.00 )  
State (source/type: Amount \$ ) Federal (source/type: Amount \$ )  
Grant (source/type: CDBG Amount \$ 280,000 ) Impact Fees: (Amount \$ )  
Other (source/type: Amount \$ )

Department: Parks + RecreationBAS APPROVED BY: [Signature]DATE 10-2-20

ENCUMBRANCE NUMBER: \_\_\_\_\_

**AMENDMENT #6**  
**LEBOLO CONSTRUCTION MANAGEMENT, INC.**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**ON A CONTINUING CONTRACT BASIS**  
**FOR FEDERALLY FUNDED PROJECTS**  
**JOHN STRETCH MEMORIAL PARK**  
**PROJECT NO. 2020-027215**

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

**WHEREAS**, the Owner and Construction Manager acknowledge and agree that the Continuing Contract between Owner and Construction Manager dated 08/14/18 (R2018-1161) (hereinafter the Continuing Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Continuing Contract including the Federal Requirements attached to Task Order #20 as may be supplemented and amended by this Amendment.

**WHEREAS**, under Task Order #20, Owner assigned Project No. 2020-027215 (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,

Project Name: John Stretch Memorial Park  
Project No. 2020-027215

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 **\$314,748** 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 **60** 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. EEO Goal.** An EEO Minority Participation Goal of 22.4% has been established for this project and an EEO Female Participation Goal of 6.9% has been established for this project. Construction Manager anticipates an EEO utilization of 0% 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. Contract Modifications.** The following General Condition is added to the General Conditions attached to the Continuing Contract:

**GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY**

**83.1** Construction Manager warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Construction Manager shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's trade contractors and subcontractors performing any duties and obligations under this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**83.2** Construction Manager shall obtain from each of its trade contractors and subcontractors an

affidavit stating that the trade subcontractor or subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Construction Manager shall maintain a copy of any such affidavit from a trade contractor or subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

**83.3** Owner shall terminate this Contract if it has a good faith belief that Construction Manager has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

**83.3.1** If Owner has a good faith belief that Construction Manager's trade contractor or subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Construction Manager to terminate its contract with the trade contractor or subcontractor and Construction Manager shall immediately terminate its contract with the trade contractor or subcontractor.

**83.4** If Owner terminates this Contract pursuant to the above, Construction Manager shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Construction Manager shall also be liable for any additional costs incurred by Owner as a result of the termination.

**9.** 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

Project Name: John Stretch Memorial Park  
Project No. 2020-027215

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY; and an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER


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

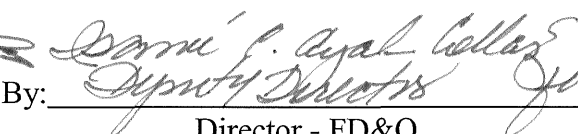
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

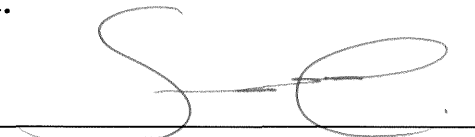
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
County Attorney

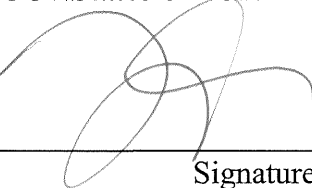
By:  \_\_\_\_\_  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE  
INC.

 \_\_\_\_\_  
Signature

SEBASTIAN FONCEGRIA  
Name (type or print)

CONSTRUCTION MANAGER: **LEBOLO**  
CONSTRUCTION MANAGEMENT,

 \_\_\_\_\_  
Signature

RANDALL LEBOLO  
Name (type or print)

PRESIDENT  
Title

(Corporate Seal)



**EXHIBIT A**  
**GMP Summary**



# Project Cost

## Exhibit "A"

PROJECT NAME:

JOHN STRETCH PARK

LEBOLO PROJECT No:

2020-0006

PBC PROJECT No:

2020-027215

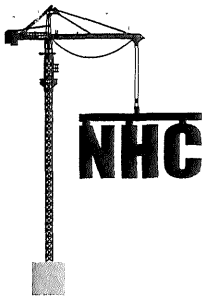
VERSION:

6.0

PROPOSAL DATE:

Wednesday, September 16, 2020

SCOPE OF WORK			
Location: John Stretch Memorial Park Address: 47225 US-27, Lake Harbor, FL 33459 Scope: Asphalt Overlay, Sidewalks			
PALM BEACH COUNTY		JOHN STRETCH PARK	
Section	Description of Work	John Stretch Park 1-1/4" Overlay	Comments
1	Cost adjustment between estimate of Preconstruction Services cost and final Preconstruction Services cost	\$1,305	Preconstruction Phase
2	CONSTRUCTION	\$313,443	Construction Phase
TOTAL		\$314,748	



**NIELSON, HOOVER & COMPANY, INC.**

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

September 18, 2020

Palm Beach County Board of County Commissioners  
2633 Vista Parkway  
West Palm Beach, FL 33411

RE: Lebolo Construction Management, Inc.  
Project: John Stretch Memorial Park – Asphalt Overlay & Sidewalks  
Bond No. 6021305523

To Whom it May Concern:

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

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

Sincerely,

Ian A. Nipper  
Attorney In Fact

✓

**PUBLIC CONSTRUCTION BOND (PAYMENT)**

BOND NUMBER     6021305523

BOND AMOUNT     \$314,748.00

CONTRACT AMOUNT     \$314,748

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:   John Stretch Memorial Park

PROJECT NUMBER: 2020-027215

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK:         Asphalt Overlay, Sidewalks

PROJECT LOCATION: 47225 US 27, Lake Harbor, FL 33459

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 \$ 314,748.00, 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 \_\_\_\_\_, 20\_\_\_\_, between Principal and COUNTY for construction of John Stretch Memorial Park, 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, 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 September 20, 2020

Andrie Pouen  
Attest as to the signature of Principal

Controller  
Title

PRINCIPAL: Lebolo Construction Management, Inc.

By: [Signature]  
Signature

Randall E. Lesolo - President  
(Print Name and Title)

(SEAL)

Address: 2100 Corporate Drive  
Boynton Beach, FL 33426

SURETY: United States Fire Insurance Company

By: [Signature]  
Signature

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

Attest as the signature of Surety  
[Signature]  
Title Witness

(SEAL)

Address: 305 Madison Avenue  
Morristown, NJ 07960

**BOND MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

**NOTE:** 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**

**PUBLIC CONSTRUCTION BOND (PERFORMANCE)**

BOND NUMBER      6021305523

BOND AMOUNT      \$314,748.00

CONTRACT AMOUNT      \$314,748.00

CONTRACTOR’S NAME:    Lebolo Construction Management, Inc.

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

CONTRACTOR’S PHONE:    561-742-7644

SURETY COMPANY:      United States Fire Insurance Company

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

SURETY’S PHONE:      973-490-6600

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

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

OWNER’S PHONE:      (561) 233-0261

PROJECT NAME:    John Stretch Memorial Park

PROJECT NUMBER: 2020-027215

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK:      Asphalt Overlay, Sidewalks

PROJECT LOCATION: 47225 US 27, Lake Harbor, FL 33459

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 \$ 314,748.00, 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 \_\_\_\_\_, 20\_\_ between Principal and COUNTY, for the construction of John Stretch Memorial Park, 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 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 September 21, 2020

Andria Powell  
Attest as to the signature of Principal

Controller  
Title

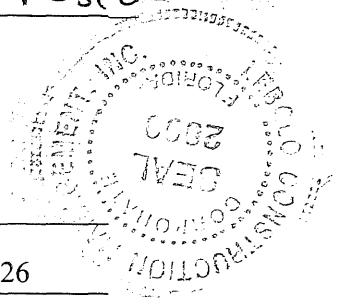
PRINCIPAL: Lebolo Construction Management, Inc.  
By: [Signature]  
Signature

Randall E. Leblo - President  
(Print Name and Title)

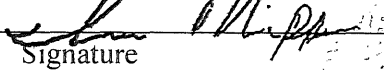
(SEAL)

Address: 2100 Corporate Drive

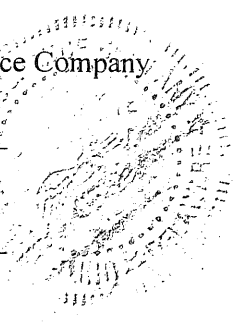
Boynton Beach, FL 33426



SURETY: United States Fire Insurance Company

By:   
Signature

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



Attest as the signature of Surety

  
Title Witness

(SEAL)

Address: 305 Madison Avenue  
Morristown, NJ 07960

**BOND MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

**NOTE:** 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.**

**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 (John Stretch Memorial Park, Project No. 2020-027215) 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 E. Lebolo - President  
(Print Name and Title)

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

By: \_\_\_\_\_  
(Surety Signature)

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

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

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



*A. R. Slimowicz*

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 expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

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*

Al Wright, Senior Vice President





ADDITIONAL REMARKS SCHEDULE

AGENCY Bateman Gordon and Sands		NAMED INSURED Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25    FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Excess Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability coverage.  
General Information: The policies herein contain no exclusions for residential construction.  
Independent Contractors Liability is included in the General Liability per form CG0001 0413.  
30 Day Notice of Cancellation, Nonrenewal or Material Change - Third Party, per form IL7074 0116 applies.  
ALL COVERAGES ARE SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS  
  
Randall Lebolo CGC062151 is covered under this workers comp insurance policy.  
Project Number: 18208  
Additional Insured: Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees

CM AT RISK HISTORY

Construction Manager:	Lebolo Construction Managem	Total:	\$155,334	#REF!	#REF!
Contract Award Date:	14-Aug-18	SBE Goal:			
Resolution Number:	R2018-1161	Monitored By:	CID		
Annual Type:	Construction Manager @ Risk (FEDERAL)				
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
							Annual Contract	Annual Contract R2018-1161	14-Aug-18	BCC
<u>12</u>			\$39,000	Luis Herrera	24-May-19	19205	Pahokee Gym Renovation	Preconstruction services	1-Jul-19	AW
<u>13</u>			\$4,560	William Munker	31-May-19	17395	Wellington Mall Bus Stop Lengthening	Preconstruction services	1-Jul-19	AW
		<u>2</u>	\$380,069	Fernando Del Dago	4-Jun-19	18607	Bridgeman Park	GMP for construction services	23-Jul-19	BCC
		<u>3</u>	\$248,374	Fernando Del Dago	5-Jun-19	17573	Philip Lewis Center Renovation	GMP for construction services	2-Jul-19	BCC
<u>14</u>			\$7,200	Rosalyn Acosta	14-Jun-19	16485	Palm Tran replace existing parking lot metal hylide lamps with LED lighting	Preconstruction services	11-Aug-19	AW
<u>15</u>			\$9,000	Jason Griffith	19-Jun-19	19504	San Castle Park	Preconstruction services	31-Jul-19	AW
<u>16</u>			\$7,200	Jason Griffith	19-Jun-19	19527	Limestone Creek Park	Preconstruction services	31-Jul-19	AW
<u>17</u>			\$3,865	Luis Herrera	23-Oct-19	18377	PBC Jails - Fence & Paint Repairs	Preconstruction services	2-Dec-19	AW
	12		\$133,494	Rosalyn Acosta	20-Jan-20	16485	Palm Tran replace existing parking lot metal hylid lights with LED Lightitng	GMP	11-Mar-20	BCC
	13		\$51,221	William Munker	15-Aug-19	19304	Palm Tran West - Paint & Waterproofing	GMP for construction services	7-Apr-20	AW
<u>18</u>			\$4,800	Fernando Del Dago	18-Feb-20	15373	JPP Phase 2 Pool Area Renovation	Preconstruction services	3-May-20	AW
<u>19</u>			\$1,050	Andrew Gamble	7-Feb-20	2020-520120	EOC Ops LED Lighting	Preconstruction services	3-May-20	AW
		<u>4</u>	\$650,000	Luis Herrera	30-Jan-20	19205	Pahokee Gym Renovation	GMP	10-Mar-20	AW
	14		\$197,330	Bill Munker	8-Apr-20	15373	Philip Lewis Center Elevator Renovation	GMP	29-Apr-20	BCC
	15		\$174,227	Rocky Roque	15-Apr-20	19527	Limestone Creek Park	GMP	29-Apr-20	CRC
	16		\$179,800	Rocky Roque	15-Apr-20	19504	San Castle Park	GMP	29-Apr-20	CRC
<u>20</u>			\$17,501	Rocky Roque	9-Jul-20	2020-027215	John Stretch Memorial Park	Preconstruction services	25-Aug-20	AW
<u>21</u>			\$18,000	David Lavinsky	15-Jul-20		Lantana/Lake Worth Health Center Renovations	Preconstruction services	3-Sep-20	AW
		<u>5</u>	\$295,178	Ben Carroll	10-Aug-20	16373	JPP Phase 2 Pool Area Renovation	GMP	Pending 10/20/20	BCC
		<u>6</u>	\$314,748	Rocky Roque	10-Sep-20	2020-027215	John Stretch Memorial Park	GMP		
				INSERT ABOVE THIS ROW						
		Total:	\$3,840,509							