





LOCATION MAP

Project No: 2020-039116

Project Name: C. L. Brumback Health Center Renovations

Location: 38754 State Road 80, Belle Glade 33430



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 05/13/2022, Rev. 05/28/2022 REQUESTED BY: Michael Tibiolo PHONE: 233-0707

PROJECT TITLE: C.L. Brumback Health Center Renovations (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A - Annual EFDO #2020-039116

IST PLANNING NO.:

REQUESTED AMOUNT: \$919,558

BCC RESOLUTION#: R2016-0762 DATE: 06/21/16

CSA or CHANGE ORDER NUMBER: Amendment #8

LOCATION: 38754 State Road 80, Belle Glade, 33430

BUILDING NUMBER: 60

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2020-039116

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

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

GMP for construction services

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$919,558), PROFESSIONAL SERVICES (\$), STAFF COSTS\* (\$), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$), and TOTAL (\$919,558).

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

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

FUND: 3804 DEPT: 411 UNIT: B719 OBJ: 4907 - 842,377.72
FUND: 3804 DEPT: 411 UNIT: B675-0046 OBJ: 4907 - 77,180.28

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

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

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 5/19/2022

ENCUMBRANCE NUMBER:

Project Name: C.L. Brumback Health Center Renovations  
Project No.: 2020-039116

**AMENDMENT #8**  
**LEBOLO CONSTRUCTION MANAGEMENT, INC.**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**ON A CONTINUING CONTRACT BASIS**  
**FOR FEDERALLY FUNDED PROJECTS**  
**C.L. BRUMBACK HEALTH CENTER RENOVATIONS**  
**PROJECT NO. 2020-039116**

**This Amendment** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and Lebolo Construction Management, Inc., authorized to do business in the State of Florida, whose federal tax ID# is 65-1055266, 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 #25 as may be supplemented and amended by this Amendment.

**WHEREAS**, under Task Order #25, Owner assigned Project No. 2020-039116 (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 base 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 identified, 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 Task Order #25.

**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 \$919,558.00 for the construction phase of the Project. The GMP is based on the following: **Exhibit A**. In the event of a conflict between the terms and conditions of the Continuing Contract and the terms and conditions of Construction Manager's GMP proposal, the terms and conditions of the Continuing Contract shall control.

**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 180 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$120.00/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. After good faith efforts, Construction Manager committed to 21.20% minority and 6.45% female participation for this amendment. .

**7. Wage Rates.** The Construction Manager agrees to comply with Davis-Bacon and Copeland Act requirements found at 40 USC 3141 et seq and 18 USC 874. The Davis Bacon Wage Determination is attached hereto and incorporated herein as **Exhibit "B"**.

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

- Exhibit A - GMP Summary
- Exhibit B – Davis Bacon Wage Statement
- Payment Bond
- Performance Bond
- Form of Guarantee
- Insurance Certificate(s)

**9. Contract Modifications.** The Continuing Contract is modified as follows:

*The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:*

<i>Worker’s Compensation and Employer’s Liability</i>	
<i>Coverage not less than</i>	<i>statutory</i>
<i>Employer’s Liability Limits</i>	<i>\$500,000/\$500,000/\$500,000</i>

*The following general condition is added to the Contract General Conditions:*

**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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s trade contractors and subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System 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.*

**10.** 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.

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Project Name: C.L. Brumback Health Center Renovations  
Project No.: 2020-039116

**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:  
JOSEPH ABRUZZO, CLERK &  
COMPTROLLER

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

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

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

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

WITNESS:  
For Construction Manager Signature

CONSTRUCTION MANAGER:  
Lebolo Construction Management, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

(Corporate Seal)



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



# PROJECT COST SUMMARY

<b>PROJECT NAME:</b>	C.L. BRUMBACK HEALTH CENTER RENOVATIONS
<b>LEBOLO PROJECT No:</b>	2021-0020
<b>PBC PROJECT No:</b>	2020-039116
<b>VERSION:</b>	3.0
<b>PROPOSAL DATE:</b>	Tuesday, April 19, 2022

## SCOPE OF WORK

### Restrooms ADA renovations

First floor restrooms 116-117-118-119 ADA renovations  
 Second floor restrooms 201-202 ADA renovations

### Youth Services (2,192sf Renovation)

Selective demolition, New Millwork - New break counter with sink. New doors. New A. Ceiling, GYP BD (New walls, infill openings), Flooring (Patch floor, install carpet tiles and base) , Paint (Interior walls). Restroom Fixtures - Replace existing fixtures . Data Modifications - New cabling connected to county network, server racks, and Wi-Fi node. Electrical - Add / relocate power receptacles. New light fixtures Voice/data conduit. Remote door release at entry. HVAC & Plumbing - Modify existing to accommodate new layout.

<b>PALM BEACH COUNTY</b>	<b>C.L. BRUMBACK HEALTH CENTER RENOVATIONS</b>
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Section	Description of Work	Total	Comments
1	Cost adjustment between estimate of Preconstruction Services cost and final Preconstruction Services cost	\$6,521	Preconstruction Phase
2	CONSTRUCTION	\$913,037	Construction Phase
<b>PROJECT COST</b>		<b>\$919,558</b>	



# COST SUMMARY

PROJECT NAME:  
LEBOLO PROJECT No:  
PBC PROJECT No:  
VERSION:  
PROPOSAL DATE:

C.L. BRUMBACK HEALTH CENTER RENOVATIONS
2021-0020
2020-039116
3.0
Tuesday, April 19, 2022

FORM LCM-PC-01 | 03/21/2021

## SCOPE OF WORK

### ONE PHASE PROJECT

#### Restrooms ADA renovations

First floor restrooms 116-117-118-119 ADA renovations

Second floor restrooms 201-202 ADA renovations

#### Youth Services (2,192sf Renovation)

Asbestos Removal, Selective demolition, New Millwork - New break counter with sink. New doors. New A. Ceiling, GYP BD (New walls, infill openings), Flooring (Patch floor, install carpet tiles and base), Paint (Interior walls). Restroom Fixtures - Replace existing fixtures. Data Modifications - New cabling connected to county network, server racks, and Wi-Fi node. Electrical - Add / relocate power receptacles. New light fixtures Voice/data conduit. Remote door release at entry. HVAC & Plumbing - Modify existing to accommodate new layout.

PALM BEACH COUNTY			C.L. BRUMBACK HEALTH CENTER RENOVATIONS						
LEBOLO COST CODE	SPEC. COST CODE	DESCRIPTION OF WORK	YOUTH CENTER & RESTROOMS	TOTAL	# PROP.	VENDOR	BOND REQ.	BOND COST	COMMENTS
<b>DIVISION 2</b>		<b>SITE CONSTRUCTION</b>		\$34,750.00					
02-020		Selective Demolition	\$30,250.00	\$30,250.00	4	Rapid Removal	N/A	\$0	
02-035		Asbestos Removal	\$3,000.00	\$3,000.00	0	LEBOLO ESTIMATE	N/A	\$0	Allowance
17-840		Permit Expeditor	\$1,500.00	\$1,500.00	1	A&J Business Solutions	N/A	\$0	
<b>DIVISION 3</b>		<b>CONCRETE/SHELL</b>		\$9,415.00					
03-120		Concrete Place & Finish	\$9,415.00	\$9,415.00	1	LQ. Constructors	N/A	\$0	
<b>DIVISION 6</b>		<b>WOOD</b>		\$35,295.00					
06-005		Rough Carpentry Package	\$1,300.00	\$1,300.00	0	LEBOLO ESTIMATE	N/A	\$0	
06-020		Finish Carpentry Package	\$33,995.00	\$33,995.00	3	Waterhouse	N/A	\$0	
<b>DIVISION 7</b>		<b>THERMAL /MOISTURE</b>		\$1,500.00					
07-310		Firestopping	\$500.00	\$500.00	0	LEBOLO ESTIMATE	N/A	\$0	
07-505		Joint Sealers	\$1,000.00	\$1,000.00	0	LEBOLO ESTIMATE	N/A	\$0	
<b>DIVISION 8</b>		<b>DOORS &amp; WINDOWS</b>		\$22,390.00					
08-005		Doors/Frames/Hardware Package	\$22,390.00	\$22,390.00	1	Atlantic Doors	N/A	\$0	
<b>DIVISION 9</b>		<b>FINISHES</b>		\$145,123.50					
09-105		Drywall & Framing Package	\$65,304.00	\$65,304.00	1	LQ. Constructors	N/A	\$0	
09-205		Acoustical Ceiling Package	\$11,194.50	\$11,194.50	2	All American Ceilings	N/A	\$0	
09-305		Flooring Package	\$53,650.00	\$53,650.00	2	Capital Carpet	N/A	\$0	
09-505		Painting Package	\$14,975.00	\$14,975.00	3	A1 Paint	N/A	\$0	
<b>DIVISION 10</b>		<b>SPECIALTIES</b>		\$45,071.59					
10-005		Toilet Partitions & Accessories Package	\$40,196.00	\$40,196.00	2	Atlas Hardware	N/A	\$0	
10-205		Code Compliant ADA Signage	\$1,515.59	\$1,515.59	1	Fast Signs	N/A	\$0	
10-320		Wall & Corner Guards	\$3,360.00	\$3,360.00	0	LEBOLO ESTIMATE	N/A	\$0	
<b>DIVISION 15</b>		<b>MECHANICAL</b>		\$198,560.98					
15-005		Plumbing Package	\$108,304.50	\$108,304.50	2	Detail Plumbing	BOND	\$3,155	
15-205		HVAC Package	\$90,256.48	\$90,256.48	2	Big Air Mechanical	BOND	\$2,629	
<b>DIVISION 16</b>		<b>ELECTRICAL</b>		\$87,260.00					
16-005		Electrical Package	\$69,410.00	\$69,410.00	2	Pyke Electric	N/A	\$0	
16-140		Low Voltage Access Control	\$1,800.00	\$1,800.00	0	LEBOLO ESTIMATE	N/A	\$0	Allowance (1) Location
16-205		Fire Alarm Package	\$16,050.00	\$16,050.00	2	Pyke Electric	N/A	\$0	
		<b>SUBTOTAL</b>	<b>\$579,366.07</b>	<b>\$579,366.07</b>	<b>31</b>			<b>\$5,783</b>	
Div. 17		General Requirements (See GR Detail)	\$37,266.70	\$37,266.70					
Div. 80		General Conditions (See GC Detail)	\$87,312.00	\$87,312.00					4 month(s)
90-030		Builders Risk Policy	\$0.00	\$0.00					by owner
90-025		General Liability - On Site	\$3,476.20	\$3,476.20					
		<b>SUBTOTAL</b>	<b>\$707,420.97</b>	<b>\$707,420.97</b>					
91-105		Contingency	\$95,556.55	\$95,556.55					Market Price Increase
91-120		Contractor Fee	\$70,742.10	\$70,742.10					>\$500,000 - 10%
		<b>SUBTOTAL</b>	<b>\$873,719.61</b>	<b>\$873,719.61</b>					
90-035		Payment & Performance Bond	\$21,842.99	\$21,842.99					
16-315		Permits	\$17,474.39	\$17,474.39					Allowance 2%
		<b>TOTAL CONSTRUCTION COST</b>	<b>\$913,036.99</b>	<b>\$913,036.99</b>					

# PRECONSTRUCTION SUMMARY



<b>PROJECT NAME:</b>	C.L. BRUMBACK HEALTH CENTER RENOVATIONS
<b>LEBOLO PROJECT No:</b>	2021-0020
<b>PBC PROJECT No:</b>	2020-039116
<b>VERSION:</b>	3.0
<b>PROPOSAL DATE:</b>	Tuesday, April 19, 2022

SCOPE OF WORK
<p>Preconstruction Services for:</p> <p>Restrooms ADA renovations            First floor restrooms 116-117-118-119 ADA renovations            Second floor restrooms 201-202 ADA renovations</p> <p>Youth Services (2,192sf Renovation)            Selective demolition, New Millwork - New break counter with sink. New doors. New A. Ceiling, GYP BD (New walls, infill openings), Flooring (Patch floor, install carpet tiles and base) , Paint (Interior walls). Restroom Fixtures - Replace existing fixtures . Data Modifications - New cabling connected to county network, server racks, and Wi-Fi node. Electrical - Add / relocate power receptacles. New light fixtures Voice/data conduit. Remote door release at entry. HVAC &amp; Plumbing - Modify existing to accommodate new layout.</p>

PALM BEACH COUNTY		C.L. BRUMBACK HEALTH CENTER RENOVATIONS	
Section	Description of Work	Estimate	Comments
<b>CONCEPTUAL CONSTRUCTION COST</b>		<b>\$750,000</b>	Lump Sum
<b>ESTIMATED PRE-CONSTRUCTION COST</b>		<b>\$30,000</b>	>\$500,000 - 4%
<b>ACTUAL CONSTRUCTION COST AFTER BIDDING PROCESS</b>		<b>\$913,037</b>	
<b>FINAL PRE-CONSTRUCTION COST</b>		<b>\$36,521</b>	>\$500,000 - 4%
<b>PRE-CONSTRUCTION COST DIFFERENCE</b>		<b>\$6,521</b>	



# ALLOWANCES

PROJECT NAME:	C.L. BRUMBACK HEALTH CENTER RENOVATIONS
LEBOLO PROJECT No:	2021-0020
PBC PROJECT No:	2020-039116
VERSION:	3.0
PROPOSAL DATE:	Tuesday, April 19, 2022

FORM LCM-PC-05 | 06/20/2021

PALM BEACH COUNTY		
No.	Description	Cost \$
<b>DIVISION 1 - GENERAL</b>		
1	Subcontractor's Bond Cost over \$100,000	\$5,783.33
2	Temporary Protection	\$3,000.00
<b>DIVISION 9 - FINISHES</b>		
1	Drywall - Patch and repairs after frames installed	\$1,800.00
2	Flooring - Lobby flooring repairs after framed wall removal	\$800.00
<b>DIVISION 15 - MECHANICAL WORK</b>		
1	RFI-1 - Response 2 - Change water hammers	\$2,450.00
<b>Total Allowances =</b>		<b>\$23,833.33</b>



# ALTERNATES

PROJECT NAME:	C.L. BRUMBACK HEALTH CENTER RENOVATIONS
LEBOLO PROJECT No:	2021-0020
PBC PROJECT No:	2020-039116
VERSION:	3.0
PROPOSAL DATE:	Tuesday, April 19, 2022

FORM LCM-PC-06 | 08/20/2021

PALM BEACH COUNTY		
No.	Description	Cost \$
<b>DIVISION 9 - FINISHES</b>		
1	Flooring - Mapei Aquadefense waterproofing in lieu of proflex crack suppression - add	\$850.00
2	Flooring - Use regular grout in lieu of epoxy grout - deduct	(\$3,900.00)
<b>DIVISION 15 - MECHANICAL WORK</b>		
1	HVAC - If exhaust fan replacement required - add	\$10,750.00

**EXHIBIT B**  
**DAVIS BACON WAGE RATES**

"General Decision Number: FL20210220 07/09/2021

Superseded General Decision Number: FL20200220

State: Florida

Construction Type: Building

County: Palm Beach County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021
2	04/09/2021
3	05/28/2021
4	06/18/2021
5	07/09/2021

ASBE0060-001 09/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.28	14.37

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36



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ELEC0728-001 03/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 34.78	12.89

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ELEV0071-002 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.45	35.825

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

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ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.75	9.20

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ENGI0487-020 05/01/2016

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 26.04	9.23

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ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

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IRON0402-005 01/01/2019

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 23.69	12.70

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\* PLUM0630-006 07/01/2021

	Rates	Fringes
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PIPEFITTER (Includes HVAC  
 Pipe, Unit and Temperature  
 Controls Installations).....\$ 28.11 17.03

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 \* PLUM0630-007 07/01/2021

	Rates	Fringes
PLUMBER.....	\$ 28.11	17.03

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 \* SFFL0821-004 07/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.63	20.55

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 SHEE0032-002 12/01/2013

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 19.33	14.65

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 SUFL2014-029 08/16/2016

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation.....	\$ 16.98	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06	0.70
IRONWORKER, REINFORCING.....	\$ 18.67	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.39	0.00
LABORER: Pipelayer.....	\$ 13.56	1.34
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00	2.82
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00	3.48
ROOFER.....	\$ 20.45	4.77
TILE SETTER.....	\$ 18.01	0.00

TRUCK DRIVER: Dump Truck.....\$ 13.22 2.12  
TRUCK DRIVER: Lowboy Truck.....\$ 14.24 0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

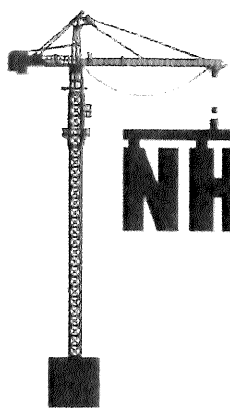
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"



**NHC**

NIELSON, HOOVER & COMPANY



May 20, 2022

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

**RE: Authority to Insert Contract Date and Date Bond(s) and  
Power(s) of Attorney  
Principal: Lebolo Construction Management, Inc.  
Bond No. 6021361782  
Project: C.L. Brumback Health Center Renovations, Project No. 2020-  
039116**

To Whom It May Concern:

Please be advised that this letter serves as our authorization for Palm Beach County Board of County Commissioners to do the following:

- Once the Contract is signed, insert the date of the contract to the bond(s);
- Date the bond(s) and Power(s) of Attorney the date of the contract.

Please provide us with a copy for our files.

If you have any questions, please do not hesitate to contact this office.

Sincerely yours,

NIELSON, HOOVER & ASSOCIATES

Ian A. Nipper  
Resident Agent

15050 NW 79th Court

Suite 200

Miami Lakes, FL 33016

P 305 722 2663

F 305 558 9650

W nielsonbonds.com

**PUBLIC CONSTRUCTION BOND (PAYMENT)**

BOND NUMBER 6021361782

BOND AMOUNT Nine Hundred Nineteen Thousand Five Hundred Fifty Eight Dollars and 00/100 (\$ 919,558.00)

CONTRACT AMOUNT \$919,558.00

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: C. L. Brumback Health Center Renovations

PROJECT NUMBER: 2020-039116

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

DESCRIPTION OF WORK: Restrooms ADA renovations

PROJECT LOCATION: 38754 State Road 80, Belle Glade

LEGAL DESCRIPTION: 440 FT OF WLY 1504.48 FT (LESS SFCD CNL R/W)

## 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 \$919,558.00, 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 C.L. Brumback Health Center Renovations, 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 \_\_\_\_\_, 20\_\_

PRINCIPAL: Lebolo Construction Management, Inc.

By: \_\_\_\_\_  
Signature

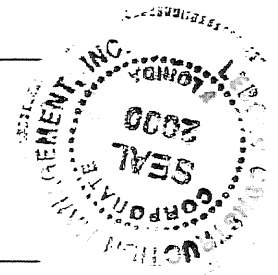
Andria Powell  
Attest as to the signature of Principal

Randell E. Lebolo  
(Print Name and Title)

(SEAL)

Controller  
Title

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

As Per Attached Power of Attorney  
Title

(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**

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

0092722

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, 2023.

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.

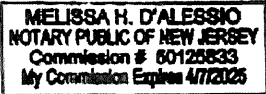
IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



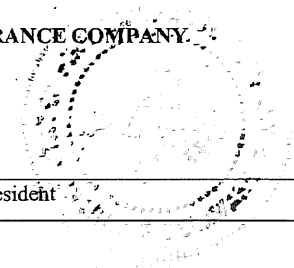
Melissa H. D'Alessio (Notary Public)

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

Alfred N. Wright, Senior Vice President



**PUBLIC CONSTRUCTION BOND (PERFORMANCE)**

BOND NUMBER 6021361782

BOND AMOUNT Nine Hundred Nineteen Thousand Five Hundred Fifty Eight Dollars and 00/100 (\$ 919,558.00)

CONTRACT AMOUNT \$919,558.00

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: C.L. Brumback Health Center Renovations

PROJECT NUMBER: 2020-039116

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

DESCRIPTION OF WORK: Restrooms ADA renovations

PROJECT LOCATION: 38754 State Road 80, Belle Glade

LEGAL DESCRIPTION: 440 FT OF WLY 1504.48 FT (LESS SFCD CNL R/W)

## 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 \$919,558.00, 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 C.L. Brumback Health Center Renovations, 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 \_\_\_\_\_, 20\_\_

PRINCIPAL: Lebolo Construction Management, Inc.

By: \_\_\_\_\_  
Signature

Andria Powell  
Attest as to the signature of Principal

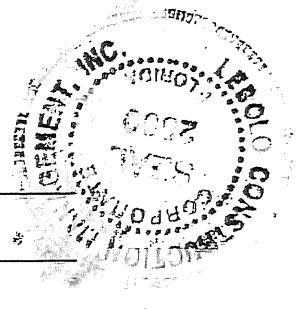
Randall E Lebolo  
(Print Name and Title)

Controller  
Title

(SEAL)

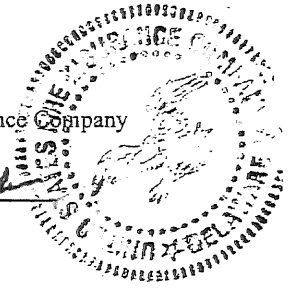
Address: 2100 Corporate Drive

Boynton Beach, FL 33426



SURETY: United States Fire Insurance Company

By: *Ian A. Nipper*  
Signature



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

Attest as the signature of Surety

As Per Attached Power of Attorney  
Title

(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.**

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

0092722

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, 2023.

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:

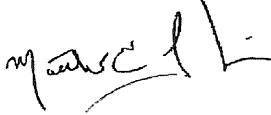
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (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 28<sup>th</sup> day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

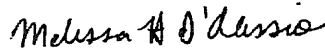


Matthew E. Lubin, President



State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(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



Alfred N. Wright, Senior Vice President





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2022

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


PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME:	
	PHONE (A/C, No, Ext): 954-941-0900	FAX (A/C, No): 954-941-2006
E-MAIL ADDRESS: kdunn@bgsagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426	INSURER A : Amerisure Insurance Co.	19488
	INSURER B : Amerisure Mutual Insurance Co.	23396
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1709724884 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GL21152930101	9/11/2021	9/11/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA21152920102	9/11/2021	9/11/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CU21152940102	9/11/2021	9/11/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC21152950201	9/11/2021	9/11/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased or Rented Equipment			IM21152960002	9/11/2021	9/11/2022	Limit: \$100,000	Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.  
General Liability: Additional Insured, Primary & Non-Contributory, Including On-Going & Completed Operations as required by written contract, per CG7048 1015. Waiver of Subrogation, as required by written contract, per CG7289 0417.  
Auto Liability: Additional Insured & Waiver of Subrogation as required by written contract, per CA7171 0508. Covered Autos are Primary; Non-owned Autos are excess over any other collectible insurance, per CA0001 1013.  
Workers' Compensation: Waiver of Subrogation, as required by written contract, per WC000313.  
See Attached...

<b>CERTIFICATE HOLDER</b>  Palm Beach County Insurance Compliance PO Box 100085 - DX Duluth GA 30096	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





**ADDITIONAL REMARKS SCHEDULE**

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

**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.

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.

There are no Exclusions for XCU coverage.  
Workers' Compensation provides coverage for the State of Florida.

RE: Brumback Heath Center

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers and Employees are included as Additional Insured with respect to General Liability as required by written contract.

**CM AT RISK HISTORY**

Construction Manager:	Lebolo Construction Managemen	Total:	\$4,672,057	EEO Goal:	
Contract Award Date:	14-Aug-18	Monitored By:	CID		
Resolution Number:	R2018-1161				
Annual Type:	Construction Manager @ Risk (FEDERAL)				
Expiration Date:	13-Aug-22				
Renewal Options:	1 - 2 yr renewal				

Task	Work Order	Amend Number	Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	Appr'd By	Bid Participation	
											WBE %	MBE %
							Annual Contract	Annual Contract R2018-1161	14-Aug-18	BCC		
	17		59,981.47	Rocky Roque	8-Apr-21	2020-027217	Haverhill Park	GMP	14-May-21	DIR		
	18		189,605.00	Rocky Roque	8-Apr-21	2020-027216	Glades Pioneer Park Overlay	GMP	26-May-21	CRC		
	19		172,317.00	William Munker	7-Jun-21	2021-013863	Library Digital Signage	Preconstruction & GMP Services	30-Jun-21	CRC		
<u>25</u>			30,000.00	Luis Herrera	21-Jul-21	2020-039116	CL Brumback Health Center; Restroom & Youth Services Renovations	Preconstruction Services	14-Aug-21	DIR		
<u>26</u>			33,991.00	Rocky Roque	14-Oct-21	2021-047326	Glades Pioneer Park Orange Bowl Playground Installation	Preconstruction services	7-Feb-22	DIR		
		8	919,558.00	Luis Herrera	26-Apr-22	2020-039116	CL Brumback Health Center; Restroom & Youth Services Renovations	GMP			6.45%	21.20%
				INSERT ABOVE THIS ROW								
			Total: 5,625,605.57								7.60%	10.07%