

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$262,934	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$262,934	_____	_____	_____	_____

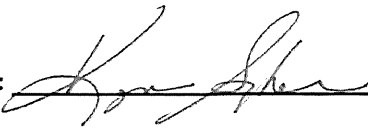
ADDITIONAL FTE POSITIONS (Cumulative)

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

Budget Account No: Fund 3804 Dept 411 Unit B716 Object 4907 Amount \$ 37,059.24
Fund 3950 Dept 411 Unit Q002 Object 4907 Amount \$ 225,874.76


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

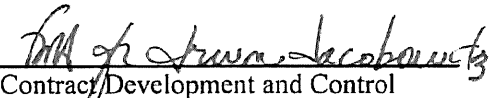
The funding sources for this work are the Infrastructure Sales Tax Fund and the Public Building Improvement Fund.

C. Departmental Fiscal Review: 

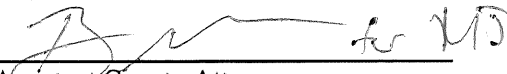
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 12/23/22
OFMB JA 12/18/23 ESW
12-23-22

 1/4/23
Contract Development and Control
SM 1/3/23

B. Legal Sufficiency:


Assistant County Attorney

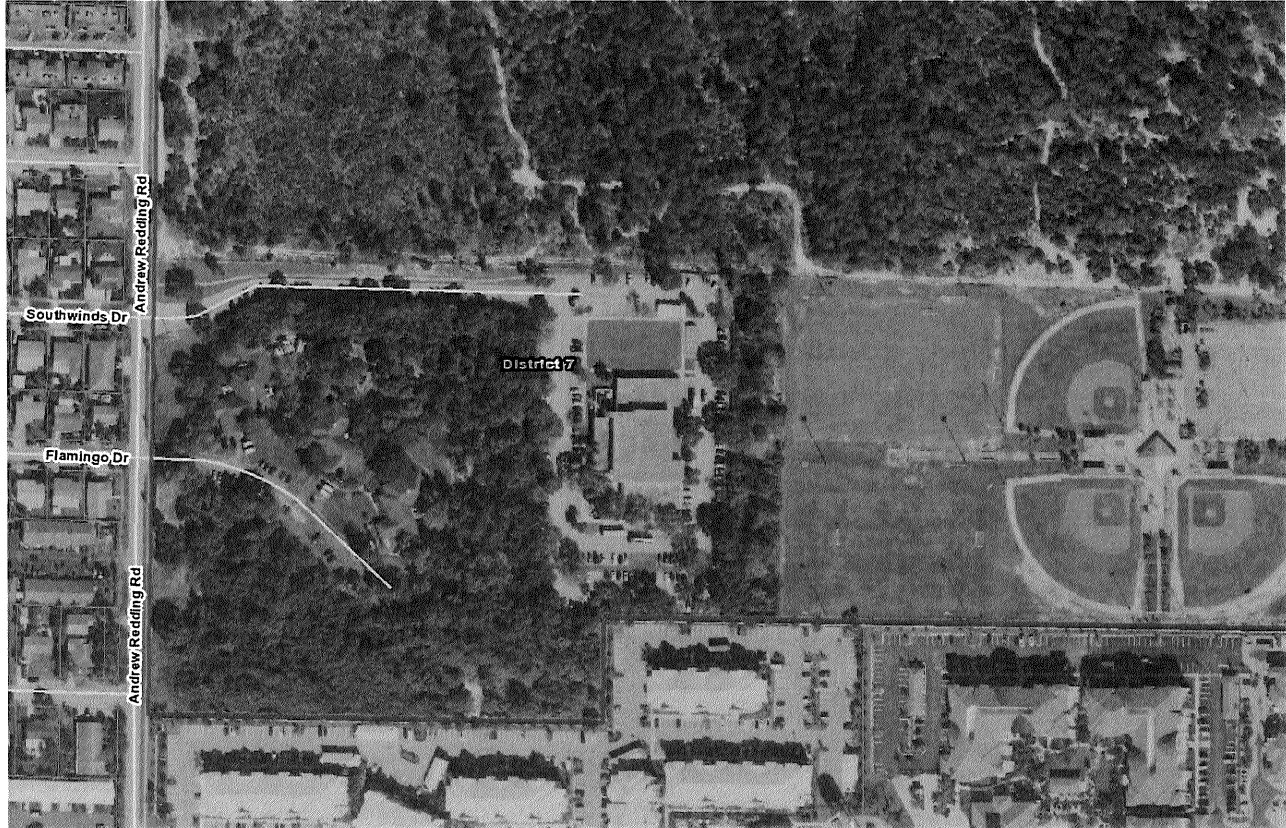
C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 2021-010784
Project Name: Lantana/Lake Worth Health Center – Customer Service Counter
Location: 1250 Southwinds Drive, Lantana, FL



BUDGET AVAILABILITY STATEMENT ATTACHMENT 2

REQUEST DATE: 10/05/2022 REQUESTED BY: David Lavinsky PHONE: 233-0280

PROJECT TITLE: Lantana/Lake Worth Health Center – Customer Service Counter
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A

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

REQUESTED AMOUNT: \$269,434
eFDO #:2021-010784

CSA or CHANGE ORDER NUMBER: Amendment #9

LOCATION: 1250 Southwinds Drive, Lantana

BUILDING NUMBER: 436

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2021-010784

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

CONSTRUCTION	\$262,934	
PROFESSIONAL SERVICES	\$	NA
STAFF COSTS*	\$	6,500
EQUIP. / SUPPLIES	\$	NA
CONTINGENCY	\$	NA
TOTAL	\$269,434	

* 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: B716 OBJ: 4907 - 37,059.96 KS
3950 411 Q002 4907 - 225,874.04 KS

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

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ 275,000)
 State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
 Grant (source/type: CDBG Amount \$ _____) Impact Fees: (Amount \$ _____)
 Other (source/type: _____ Amount \$ _____)

Department: FD+O

BAS APPROVED BY: [Signature]

DATE 10/19/2022

ENCUMBRANCE NUMBER: _____

[Signature]
12/19/2022

AMENDMENT #9
LEBOLO CONSTRUCTION MANAGEMENT, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
LANTANA/LAKE WORTH HEALTH CENTER – CUSTOMER SERVICE COUNTER
PROJECT NO. 2021-010784

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

WHEREAS, under Task Order #27, Owner assigned Project No. 2021-010784 (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 #27.

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 **\$262,934.00** 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 133 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. An EEO Female Participation Goal of 6.9% has been established for this project. Construction Manager anticipates an EEO utilization of 21.73% Minority Participation and 6.56% Female Participation in this phase.

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 beginning January 1, 2021, 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 beginning January 1, 2021 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: Lantana/Lake Worth Health Center – Customer Service Counter
Project No. 2021-010784

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

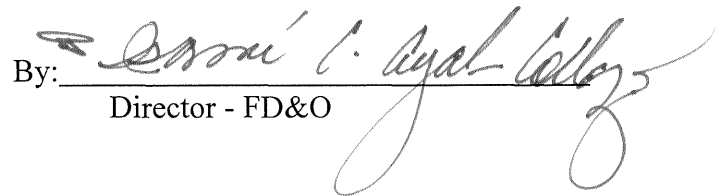
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

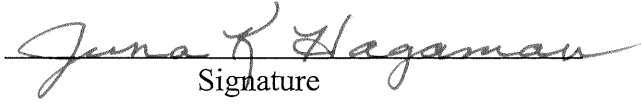
By:  _____
Director - FD&O

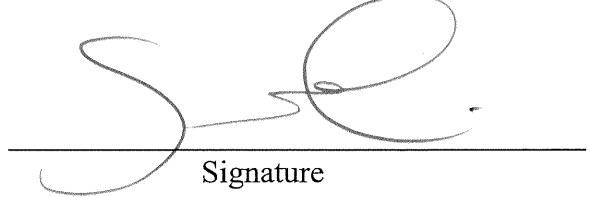
Project Name: Lantana/Lake Worth Health Center – Customer Service Counter
Project No. 2021-010784

Lebolo Construction Management, Inc.

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:


Signature


Signature

Juna Hagaman

Sebastian Fonnegra

Name (type or print)

Name (type or print)

Director of Pre-Construction

Title

(Corporate Seal)



PRECONSTRUCTION ESTIMATE



PROJECT NAME: LANTANA HEALTH CLINIC PUBLIC SERVICE COUNTERTOP REPLACEMENT

LEBOLO PROJECT No: 21-009

PBC PROJECT No: 2021-010784

VERSION: 3.0

PROPOSAL DATE: Wednesday, September 21, 2022

SCOPE OF WORK

Preconstruction Services for: Replace exterior and interior counter of transactions, replace 6 transaction windows with tempered glass, electrical relocate devices. Area remodeling.

PALM BEACH COUNTY

HEALTH CLINIC PUBLIC SERVICE COUNTERTOP REPL

Section	Description of Work	Estimate	Comments
	CONCEPTUAL CONSTRUCTION COST	\$100,000	Lump Sum
	ESTIMATED PRE-CONSTRUCTION COST	\$6,000	<\$500,000 - 6%
	ACTUAL CONSTRUCTION COST AFTER BIDDING PROCESS	\$253,711	
	FINAL PRE-CONSTRUCTION COST	\$15,223	<\$500,000 - 6%
	PRE-CONSTRUCTION COST DIFFERENCE	\$9,223	

EXHIBIT A
GMP Summary



PROJECT COST SUMMARY

PROJECT NAME:	LANTANA HEALTH CLINIC PUBLIC SERVICE COUNTERTOP REPLACEMENT
LEBOLO PROJECT No:	21-009
PBC PROJECT No:	2021-010784
VERSION:	3.0
PROPOSAL DATE:	Wednesday, September 21, 2022

SCOPE OF WORK

Replace exterior and interior counter of transactions, replace 6 transaction windows with tempered glass, electrical relocate devices. Area remodeling.

PALM BEACH COUNTY

LANTANA HEALTH CLINIC PUBLIC SERVICE
COUNTERTOP REPLACEMENT

Section	Description of Work	Total	Comments
1	Cost adjustment between estimate of Preconstruction Services cost and final Preconstruction Services cost	\$9,223	Preconstruction Phase
2	CONSTRUCTION	\$253,711	Construction Phase
PROJECT COST		\$262,934	



GMP

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

LANTANA HEALTH CLINIC PUBLIC SERVICE COUNTERTOP REPLACEMENT
21-009
2021-010784
3.0
Wednesday, September 21, 2022

FORM LCM-PC-01 | 09/21/2021

SCOPE OF WORK

Replace exterior and interior counter of transactions, replace 6 transaction windows with tempered glass, electrical relocate devices. Area remodeling.

PALM BEACH COUNTY			LANTANA HEALTH CLINIC PUBLIC SERVICE COUNTERTOP REPLACEMENT			
LEBOLO COST CODE	SPEC. COST CODE	DESCRIPTION OF WORK	INTERIOR RENOVATION	TOTAL	VENDOR	COMMENTS
DIVISION 2		SITE CONSTRUCTION		\$24,000		
02-020		Selective Demolition	\$24,000	\$24,000	I.Q. Constructions	
DIVISION 6		WOOD		\$39,847		
06-005		Rough Carpentry Package	\$400	\$400	ALLOWANCE	
06-020		Finish Carpentry Package	\$35,910	\$35,910	Cayman Manufacturing	
06-035		Carpentry-miscellaneous	\$3,537	\$3,537	JSS	Temporary wall system
DIVISION 8		DOORS & WINDOWS		\$12,988		
08-005		Doors/Frames/Hardware Package	\$3,888	\$3,888	Atlantic Doors & Hardware	
08-120		Windows & Storefronts	\$9,100	\$9,100	Cherokee Glass	
DIVISION 9		FINISHES		\$24,175		
09-105		Drywall & Framing Package	\$13,000	\$13,000	IQ Constructions	
09-205		Acoustical Ceiling Package	\$5,000	\$5,000	ALLOWANCE	
09-305		Flooring Package	\$1,560	\$1,560	Capitol Carpet	
09-505		Painting Package	\$4,615	\$4,615	Advanced Painting	
DIVISION 16		ELECTRICAL		\$25,680		
16-005		Electrical Package	\$25,680	\$25,680	Pyke Electric	
		SUBTOTAL	\$126,690	\$126,690		
Div. 17		General Requirements (See GR Detail)	\$22,854	\$22,854		
Div. 80		General Conditions (See GC Detail)	\$37,211	\$37,211		1.5 month(s)
90-030		Builders Risk Policy	\$0	\$0		by owner
90-025		General Liability - On Site	\$761	\$761		
		SUBTOTAL	\$187,516	\$187,516		
91-105		Contingency	\$37,504	\$37,504		
91-120		Contractor Fee	\$22,502	\$22,502		<\$500,000 - 12%
		SUBTOTAL	\$247,522	\$247,522		
90-035		Payment & Performance Bond	\$6,189	\$6,189		
		TOTAL CONSTRUCTION COST	\$253,711	\$253,711		

EXHIBIT B
DAVIS BACON WAGE RATES

"General Decision Number: FL20220220 09/30/2022

Superseded General Decision Number: FL20210220

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022

2	01/21/2022
3	02/18/2022
4	02/25/2022
5	05/13/2022
6	06/03/2022
7	07/01/2022
8	07/15/2022
9	09/30/2022

ASBE0060-001 09/01/2021

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.03	15.62
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CARP1809-002 08/01/2016

	Rates	Fringes
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CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36
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* ELEC0728-001 09/01/2022

	Rates	Fringes
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ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.40	13.63
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ELEV0071-002 01/01/2022

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 49.08	36.885+a+b
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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.

ENGI0487-019 07/01/2016

	Rates	Fringes
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OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.75	9.20
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ENGI0487-020 05/01/2016

	Rates	Fringes
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OPERATOR: Concrete Pump.....	\$ 26.04	9.23
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ENGI0487-021 07/01/2016

	Rates	Fringes
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OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
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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

IRON0402-005 10/01/2021

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 25.50	14.66

PLUM0630-006 07/01/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 30.16	16.64

PLUM0630-007 07/01/2022

	Rates	Fringes
PLUMBER.....	\$ 30.16	16.64

SFFL0821-004 07/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.28	21.34

SHEE0032-002 12/01/2013

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

* 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

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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.

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 National Office because National Office has 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.

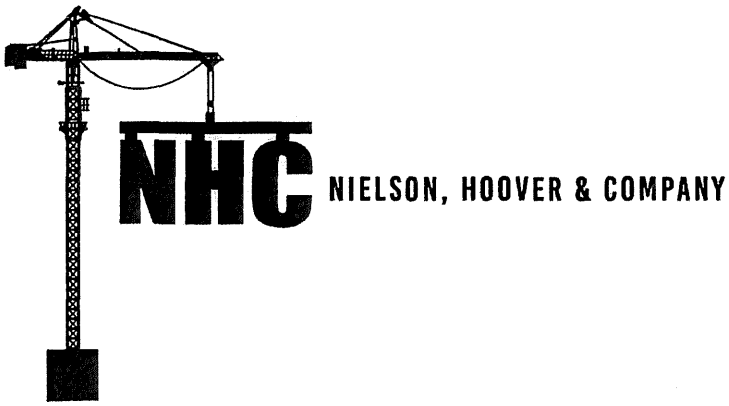
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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 DECISIO"



October 19, 2022

Palm Beach County Board of County Commissioners Capital Improvements Division
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. SUR0002146
Project: Project No. 2021-010784, Lantana/Lake Worth Health Center –
Customer Service Counter**

To Whom It May Concern:

Please be advised that this letter serves as our authorization for the Palm Beach County Board of County Commissioners Capital Improvements Division 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 (PERFORMANCE)

BOND NUMBER SUR0002146

BOND AMOUNT \$262,934.00

CONTRACT AMOUNT \$262,934

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: Frankenmuth Mutual Insurance Company

SURETY'S ADDRESS: One Mutual Avenue, Frankenmuth, MI 48787

SURETY'S PHONE: 704.421.7007

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: Lantana/Lake Worth Health Center – Customer Service Counter

PROJECT NUMBER: 2021-010784

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

DESCRIPTION OF WORK: Replacement of exterior and interior counter of transactions,
replace 6 transaction windows with tempered glass, electrical relocate services and area remodeling.

PROJECT LOCATION: 1250 Southwinds Drive, Lantana, FL 33462

LEGAL DESCRIPTION: 1250 Southwinds Drive, Lantana, FL 33462

CONTRACT PERFORMANCE BOND

BY THIS BOND, we, Lebolo Construction Management, Inc., as Principal and Frankenmuth Mutual Insurance Company, a Corporation, as Surety, whose address is One Mutual Avenue, Frankenmuth, MI 48787, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of \$ ^{Two Hundred Sixty-Two Thousand Nine Hundred Thirty-Four} 262,934.00, 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 Lantana/Lake Worth Health Center – Customer Service Counter, Contract No. 2021-010784 (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 October 26th 2022

[Handwritten Signature]
Attest as to the signature of Principal

Project Executive.
Title

PRINCIPAL: Lebolo Construction Management, Inc.

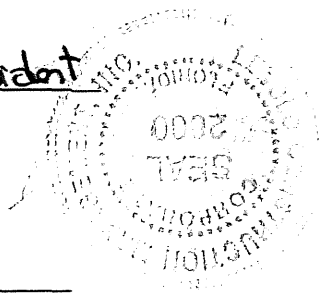
By: [Handwritten Signature]
Signature

Randall Lebol - President
(Print Name and Title)

(SEAL)

Address: 2100 Corporate Drive

Roynton Beach, FL 33426





SURETY: Frankenmuth Mutual Insurance Company

By: *Ian A. Nipper*
Signature

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

(SEAL)

Address: One Mutual Avenue, Frankenmuth, MI 48787

Attest as the signature of Surety
Alicia James
Title Alicia James, Secretary

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: Frankenmuth Mutual Insurance Company

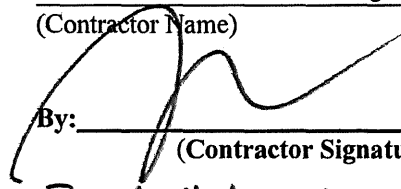
We the undersigned hereby guarantee that the Lantana/Lake Worth Health Center – Customer Service Counter, Project No. 2021-010784, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the 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 Leblo - President
(Print Name and Title)

Frankenmuth Mutual 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

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Ian A. Nipper

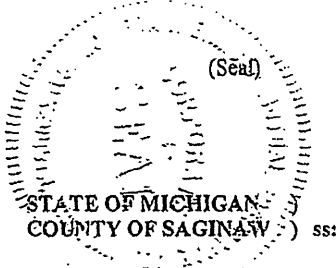
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

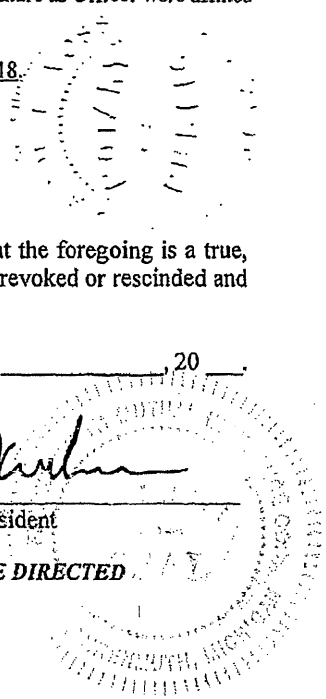
Dianne L. Voss (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this ___ day of ___, 20__.

Andrew H. Knudsen (Signature)
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER SUR0002146

BOND AMOUNT \$262,934.00

CONTRACT AMOUNT \$262,934

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: Frankenmuth Mutual Insurance Company

SURETY'S ADDRESS: One Mutual Avenue, Frankenmuth, MI 48787

SURETY'S PHONE: 704.421.7007

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: Lantana/Lake Worth Health Center – Customer Service Counter

PROJECT NUMBER: 2021-010784

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

DESCRIPTION OF WORK: Replacement of exterior and interior counter of transactions,
replace 6 transaction windows with tempered glass, electrical relocate services and area remodeling.

PROJECT LOCATION: 1250 Southwinds Drive, Lantana, FL 33462

LEGAL DESCRIPTION: 1250 Southwinds Drive, Lantana, FL 33462

CONTRACT PAYMENT BOND

BY THIS BOND, WE, Lebolo Construction Management, Inc., as Principal and Frankenmuth Mutual Insurance Company, a Corporation, as Surety, whose address is One Mutual Avenue, Frankenmuth, MI 48787, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of ^{Two Hundred Sixty-Two Thousand Nine Hundred Thirty-Four} \$ 262,934.00, 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 Lantana/Lake Worth Health Center – Customer Service Counter, Contract No. 2021-010784 (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 October 26th, 2022

PRINCIPAL: Lebolo Construction Management, Inc.

[Signature]
Attest as to the signature of Principal

By: _____
Signature
Randall Lebolo - President
(Print Name and Title)

(SEAL)

Project Executive.
Title

Address: 2100 Corporate Drive
Boynton Beach, FL 33426

SURETY: Frankenmuth Mutual Insurance Company
By: _____
Signature
Ian A. Nipper, Attorney-In-Fact
(Print Name and Title)

Attest as the signature of Surety
[Signature]
Title Alicia James, Secretary

(SEAL)
Address: One Mutual Avenue, Frankenmuth, MI 48787

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

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

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Ian A. Nipper

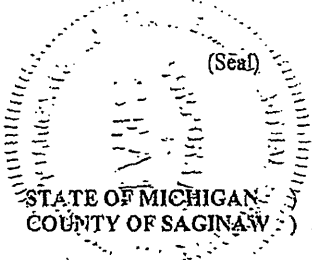
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this ___ day of ___, 20__.

Andrew H. Knudsen (Seal)
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2022

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).

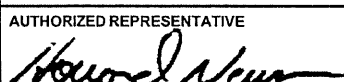
PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006 E-MAIL ADDRESS: kdunn@bgsagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426	LEBC01	INSURER A : Amerisure Insurance Co. NAIC # 19488
		INSURER B : Amerisure Mutual Insurance Co. NAIC # 23396
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1926597387** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL21152930201	9/11/2022	9/11/2023	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	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	CA21152920201	9/11/2022	9/11/2023	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	CU21152940202	9/11/2022	9/11/2023	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	WC21152950201	9/11/2022	9/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased or Rented Equipment			IM21184490102	9/11/2022	9/11/2023	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...

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

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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. Palm Beach County Board of County Commissioners, a Political Subdivision or the State of Florida, its Officers and Employees are included as Additional Insured with respect to General Liability as required by written contract. Contract Name: Lebolo Construction Management, Inc. CM at Risk for Miscellaneous Airport Improvements Contract Number: DOA 18-13 (SL 07) BR

ATTACHMENT 4

CM AT RISK HISTORY

Construction Manager:	Lebolo Construction Management	Total:	\$4,672,057	
Contract Award Date:	14-Aug-18	EEO Goal:		
Resolution Number:	R2018-1161			
Annual Type:	Construction Manager @ Risk (FEDERAL)	Monitored By:		CID
Expiration Date:	13-Feb-23			
Renewal Options:	None	Cummulative Limit: \$		9,000,000.00

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
		7	\$ 350,767.00	David Lavinsky	30-Nov-20	17528	Lantana/Lake Worth Health Center Renovations Chiller System Only	GMP	12-Jan-21	DIR
	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
25			\$ 30,000.00	Luis Herrera	21-Jul-21	2020-039116	CL Brumback Health Center; Restroom & Youth Services Renovations	Preconstruction Services	14-Aug-21	DIR
26			\$ 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	BCC 6/14/22	BCC R2022-0592
27			\$ 6,000.00	David Lavinsky	28-Apr-22	2021-010784	Lantana Health Center - Customer Service Counter	Preconstruction services	3-Jun-22	DIR
28			\$ 11,760.00	David Lavinsky	28-Apr-22	2021-014169	Jupiter Health Center Renovation	Preconstruction services	3-Jun-22	DIR
29			\$ 28,800.00	Charlene LaMattina	17-Jun-22	2022-005198	Medical Records Room Renovations	Preconstruction	4-Aug-22	DIR
30			\$ 18,300.00	Luis Herrera	7-Jul-22	2021-051654	Lake Villages at the Glades	Preconstruction	8-Sep-22	DIR
31			\$ 30,061.00	Lewis McBean	11-Jul-22	2021-030084	Palm Tran Main Facility Repaving	Preconstruction		
		9	\$ 262,934.00	David Lavinsky	5-Oct-22	2021-010784	Lantana Health Center - Customer Service Counter	GMP		
		-		INSERT ABOVE THIS ROW						
		Total:	\$ 5,983,460.57							