

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$417,570	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$417,570	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account Nos:

Fund 3804 Dept. 411 Unit B733 Object 4907 \$286,700
 Fund 3804 Dept. 411 Unit B623 Object 4907 \$ 18,300
 Fund 3804 Dept. 411 Unit B733 Object 6401 \$112,570

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

\$112,570 will be transferred from the Housing and Economic Sustainability Fund to the Public Building Improvement Fund to fund Amendment No.11. The funding source for Amendment No.11 is from the Public Building Improvement Fund.

C. Departmental Fiscal Review: Blair Eric McMiller
 HEBM

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lucy Mante OFMB 2/27/2023 Edw 2-27-2023
Ann J. [Signature] Contract Administrator 3/2/23 md 2/28/23

B. Legal Sufficiency:

Helene C. [Signature] for Michael Jones
 Assistant County Attorney 3-2-23

C. Other Department Review:

 Department Director

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

Summary (Continued): On December 7, 2021, the Board approved a budget transfer and amendment in the amount of \$305,000 from the Housing and Economic Sustainability Fund to the Public Building Improvement Fund to reimburse FDO for eligible project costs for the Melissa's Place Lake Village at the Glades project. On December 12, 2022 the Department of Housing and Economic Development (DHED) and FDO entered into Amendment 2 to the Memorandum of Understanding for the Melissa's Place Lake Village at the Glades project to make available additional CDBG funding in the amount of \$112,570. Total CDBG funds made available for the Melissa's Place Lake Village at the Glades project is in the amount of \$417,570. This budget transfer and amendment will set up and recognize the transfer of additional funding in the amount of \$112,570 from the Housing and Economic Sustainability Fund to the Public Building Improvement Fund to reimburse FDO for eligible project costs for the Melissa's Place Lake Village at the Glades project. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 6 (MWJ)**

Background and Justification (Continued): CM at Risk is a project delivery method in which the CM provides design phase assistance, phasing evaluation, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as a General Contractor bidding the subcontracts for construction. The delegation of authority for the County Administrator or designee, which in this case was the Director of FDO, was requested to expedite the execution of Amendment No. 11 prior to the next BCC meeting and to allow for prompt procurement of the long lead time playground equipment. The budget transfer and amendment is necessary to appropriate the required budget.

Project Name: Melissa's Place Lake Village at the Glades
 Project No. 2021-051654

AMENDMENT #11
LEBOLO CONSTRUCTION MANAGEMENT, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
MELISSA'S PLACE LAKE VILLAGE AT THE GLADES
PROJECT NO.: 2021-051654

This Amendment is made as of Jan. 31, 2023 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 #30 as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #30, Owner assigned Project No. 2021-051654 (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

Page 1 of 5

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Project Name: Melissa's Place Lake Village at the Glades
Project No. 2021-051654

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 #30.

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 **\$417,570.00** 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 200 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. Construction Manager anticipates an EEO utilization of 14.3% in this construction 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

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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: Melissa's Place Lake Village at the Glades
Project No. 2021-051654

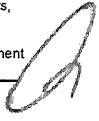
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County; and an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

APPROVED AS TO
LEGAL SUFFICIENCY

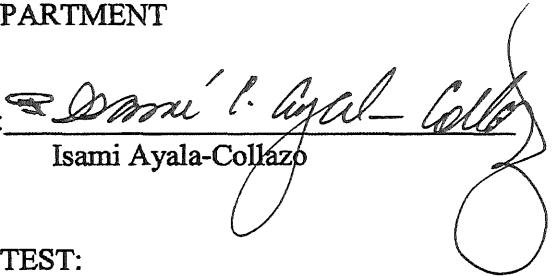
PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS, BY
DIRECTOR, FACILITIES
DEVELOPMENT & OPERATIONS
DEPARTMENT

By: Michael W. Jones
County Attorney

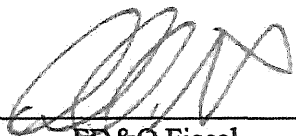
Digitally signed by Michael W. Jones
DN: c=org, DC=pbcgov,
OU=Enterprise, OU=CATT, OU=Users,
CN=Michael W. Jones,
email=Michael.W.Jones@pbcgov.org
Reason: I am the author of this document
Date: 2023.01.27 10:03:13-05'00'



By: Isami Ayala-Collazo
Isami Ayala-Collazo



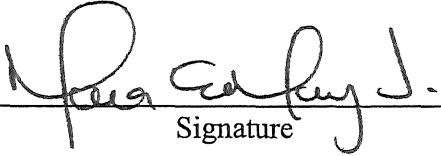
ATTEST:


FD&O Fiscal

Project Name: Melissa's Place Lake Village at the Glades
Project No. 2021-051654

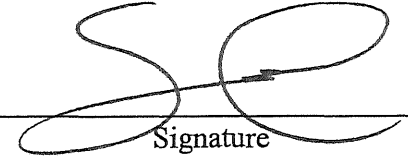
Lebolo Construction Management, Inc.

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE


Signature

Maria Manjon
Name (type or print)

CONSTRUCTION MANAGER:


Signature

Sebastian Fonnegra
Name (type or print)

Director of Pre-Construction
Title

(Corporate Seal)

EXHIBIT A
GMP Summary



PROJECT GMP SUMMARY

PROJECT NAME:	LAKE VILLAGE AT THE GLADES
LEBOLO PROJECT No:	22-010
PBC PROJECT No:	2021-051654
VERSION:	1.0
PROPOSAL DATE:	Tuesday, November 1, 2022

SCOPE OF WORK

Playground ages 5-12, Primetime swing w/belt seats & coated anti wrap chains Ages 5-12, Pavilion, Sitework, Drainage System & Landscaping.

PALM BEACH COUNTY	LAKE VILLAGE AT THE GLADES
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Section	Description of Work	Total	Comments
1	Cost adjustment between estimate of Preconstruction Services cost and final Preconstruction Services cost	\$6,372	Preconstruction Phase
2	CONSTRUCTION	\$411,198	Construction Phase
PROJECT COST		\$417,570	

EXHIBIT B
DAVIS BACON WAGE RATES

"General Decision Number: FL20230182 01/06/2023

Superseded General Decision Number: FL20220182

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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>	<p>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.</p>
<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>	<p>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.</p>

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/06/2023

SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69 **	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.09 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99 **	0.00
LABORER: Common or General.....	\$ 10.66 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.41 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91 **	3.50
LABORER: Pipelayer.....	\$ 14.82 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70 **	0.00
OPERATOR: Bulldozer.....	\$ 16.00 **	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76 **	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75 **	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87 **	0.00
OPERATOR: Loader.....	\$ 14.19 **	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60 **	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73 **	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45 **	0.00
OPERATOR: Roller.....	\$ 13.03 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 15.51 **	0.00
OPERATOR: Tractor.....	\$ 10.79 **	0.00
OPERATOR: Trencher.....	\$ 14.74 **	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02 **	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21 **	0.00

TRUCK DRIVER: Water Truck.....\$ 13.25 ** 0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). 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.

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END OF GENERAL DECISIO"

"General Decision Number: FL20230130 01/06/2023

Superseded General Decision Number: FL20220130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

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 \$16.20 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 2023.
<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 \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/06/2023

ELEC0728-006 09/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 36.40	13.63

ENGI0487-014 07/01/2013

	Rates	Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static- Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck.....	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck.....	\$ 28.32	8.80
OPERATOR: Drill.....	\$ 25.80	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

IRON0402-003 10/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.50	14.66

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.96	11.05

SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93	0.00
LABORER: Common or General.....	\$ 10.64 **	0.00

LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.33 **	3.60
OPERATOR: Bulldozer.....	\$ 14.95 **	0.81
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 16.05 **	0.00
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). 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"



January 26, 2023

*Palm Beachy County Board of County Commissioners
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604*

**RE: Authority to Insert Contract Date and Date Bond(s) and
Power(s) of Attorney
Principal: Lebolo Construction Management, Inc.
Bond No. SUR0002149
Project: Melissa's Place Lake Village at the Glades**

To Whom It May Concern:

Please be advised that this letter serves as our authorization for the *Palm Beachy 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.*
- *Date the Form of Guarantee*

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

This is the front page of the performance/payment bond issued in compliance with Florida Statute 255.05

PERFORMANCE AND PAYMENT BOND

(Public Work)

In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: SUR0002149

CONTRACTOR:

Name: Lebolo Construction Management, Inc.
Address: 2100 Corporate Drive, Boynton Beach, FL 33426
Phone: (561) 742-7644

SURETY(S):

Name: Frankenmuth Insurance Company
Address: 1 Mutual Avenue, Frankenmuth, MI 48787
Phone: (704) 421-7007

OWNER:

Name: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS CAPITAL IMPROVEMENTS DIVISION
Address: 2633 Vista Parkway, West Palm Beach, FL 33411
Phone: (561) 742-7644

Bond Amount: \$ 417,570.00

Description of Work: Project No. 2021-051654, Melissa's Place Lake Village at the Glades

Project Location: 1749 E. Main Street 101, Pahokee, FL

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

PUBLIC CONSTRUCTION BOND (PERFORMANCE)

BOND NUMBER SUR0002149

BOND AMOUNT 417,570.00

CONTRACT AMOUNT \$417,570.00

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: Frankenmuth Insurance Company

SURETY'S ADDRESS: One Mutual Avenue, Frankenmuth, Michigan 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: Melissa's Place Lake Village at the Glades

PROJECT NUMBER: 2021-051654

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

DESCRIPTION OF WORK: Playground ages 5-12, Primetime swing w/belt seats & coated anti wrap chains Ages 5-12, Pavilion, Sitework, Drainage System & Landscaping.

PROJECT LOCATION: 1749 E. Main Street 101, Pahokee, FL

LEGAL DESCRIPTION: PCN #48374208010040010

CONTRACT PERFORMANCE BOND

BY THIS BOND, we, Lebolo Construction Management, Inc., as Principal and Frankenmuth Insurance Company, a Corporation, as Surety, whose address is One Mutual Avenue, Frankenmuth, Michigan 48787, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of \$417,570.00, 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 Melissa's Place Lake Village at the Glades, 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 January 11, 2023

PRINCIPAL: Lebolo Construction Management, Inc.

By: [Signature]
Signature

[Signature] Andrea Powell
Attest as to the signature of Principal

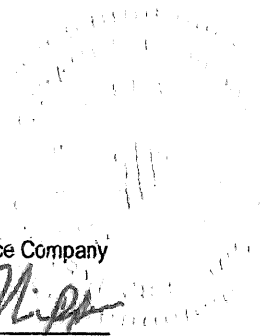
Randall Lebolo - President
(Print Name and Title)

Controller
Title

(SEAL)

Address: 2100 Corporate Drive

Boynton Beach, FL 33426



SURETY: Frankenmuth Insurance Company

By: *Ian Nipper*
Signature

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

Attest as the signature of Surety (As Per Attached Power of Attorney)

Witness:

Alicia James
Title Alicia James, Secretary

(SEAL)

Address: One Mutual Avenue

Frankenmuth, Michigan 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.

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Lebolo Construction Management, Inc. and Surety Name: Frankenmuth Insurance Company

We the undersigned hereby guarantee that the **Melissa's Place Lake Village at the Glades, Project No. 2021-051654**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Lebolo Construction Management, Inc.
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Randall Lebolo - President
(Print Name and Title)

Frankenmuth 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 INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth 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 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 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 15th day of December, 2022.



Frankenmuth Insurance Company

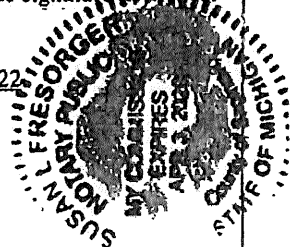
By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

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, deposed and said the Corporate Seal and his signature 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 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth 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 ___

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER SUR0002149

BOND AMOUNT \$417,570.00

CONTRACT AMOUNT \$417,570.00

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: Frankenmuth Insurance Company

SURETY'S ADDRESS: One Mutual Avenue, Frankenmuth, Michigan 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: Melissa's Place Lake Village at the Glades

PROJECT NUMBER: 2021-051654

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

DESCRIPTION OF WORK: Playground ages 5-12, Primetime swing w/belt seats & coated anti wrap chains Ages 5-12, Pavilion, Sitework, Drainage System & Landscaping.

PROJECT LOCATION: 1749 E. Main Street 101, Pahokee, FL

LEGAL DESCRIPTION: PCN #48374208010040010

CONTRACT PAYMENT BOND

BY THIS BOND, WE, Lebolo Construction Management, Inc., as Principal and Frankenmuth Insurance Company, a Corporation, as Surety, whose address is One Mutual Avenue, Frankenmuth, Michigan 48787, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$417,570.00, 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 Melissa's Place Lake Village at the Glades, 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 January 11, 2023

PRINCIPAL: Lebolo Construction Management, Inc.

By: [Signature]
Signature

[Signature] Andria Power

Attest as to the signature of Principal

Randall Lebolo - President
(Print Name and Title)

(SEAL)

Controller

Title

Address: 2100 Corporate Drive

Boynton Beach, FL 33426

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.

SURETY: Frankenmuth Insurance Company

By: [Signature]
Signature

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

Attest as the signature of Surety (As Per Attached Power of Attorney)

Witness:

[Signature]
Title Alicia James, Secretary

(SEAL)

Address: One Mutual Avenue

Frankenmuth, Michigan 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

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth 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 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 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 15th day of December, 2022.

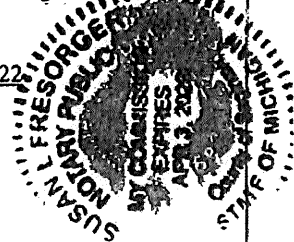


Frankenmuth Insurance Company
By Frederick A. Edmond, Jr.,
President and Chief Executive Officer

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, deposed and said the Corporate Seal and his signature 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 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth 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 ___

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



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.
 Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for commercial general liability.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 01/03/2023 REQUESTED BY: Niri Maharajh PHONE: 233-0190

PROJECT TITLE: Melissa's Place Lake Village at the Glades (Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: NA - Annual

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

REQUESTED AMOUNT: \$427,970.00 eFDO #:2021-051654

CSA or CHANGE ORDER NUMBER: Amendment #11

LOCATION: 1749 E. Main Street, Suite 101, Pahokee, FL

BUILDING NUMBER: 2872

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2021-051654

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: Item Name and Amount. Rows include CONSTRUCTION (\$417,570.00), PROFESSIONAL SERVICES (\$ NA), STAFF COSTS* (\$ 10,400.00), EQUIP. / SUPPLIES (\$ NA), CONTINGENCY (\$ NA), and TOTAL (\$427,970.00). Handwritten corrections show 417,570.00 for CONSTRUCTION and 417,570.00 for TOTAL.

* 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: B733 OBJ: 6401-399,270
3804 411 B623 4907-\$18,300

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: CDBG Amount \$)

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 2/10/2023

ENCUMBRANCE NUMBER:

CM AT RISK HISTORY

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

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
	1		\$ 3,027.00	Anthony Longo	25-Oct-18	18611	Morikami Museum Tile Roof Repairs	GMP for preconstruction & construction services	4-Feb-19	DIR
	2		\$ 11,005.00	Anthony Longo	7-Nov-18	18379	West County Courts (Belle Glade) Roof Repairs	GMP for preconstruction & construction services	05-Jan-19	DIR
	3		\$ 15,221.00	Gus Arnold	9-Nov-18	18550	Okeeheelee & John Prince Parks Golf Centers Awnings	GMP for preconstruction & construction services	07-Dec-18	DIR
	4		\$ 5,607.00	Luis Herrera	9-Nov-18	18378	WUD Fuel Island Canopy Fascia Repairs	GMP for preconstruction & construction services	7-Dec-18	DIR
	5		\$ 17,895.00	Fernando Del Dago	3-Dec-18	19388	140 SW 6th Avenue, South Bay	GMP for Asbestos Abatement	8-Mar-19	DIR
	6		\$ -	Anthony/Jason	3-Dec-18	18628	Chickee Huts Repairs	GMP for preconstruction & construction services	Canceled by Parks	
	7		\$ 73,827.00	Anthony/Luis	3-Dec-18	18380	Government Center, Main Courthouse Building, WPBC Clerk of Court Storage Repairs	GMP for preconstruction & construction services	22-Jan-19	DIR
	8		\$ 28,752.00	Anthony/Bill	6-Dec-18	18660	Demolition South - 255 NW 11th Avenue, South Bay	GMP for preconstruction & construction services		
	9			Luis Herrera	30-Jan-19	18377	PBC Jails - Fence & Paint Repairs	GMP for preconstruction & construction services	Canceled	
1			\$ 48,711.00	Jason Griffith	19-Feb-19	18495	South Bay, Kenwood & Glades Ploener Park	Preconstruction services	15-Mar-19	DIR
2			\$ 8,280.00	Andrew Gamble	02/29/19	19397	EOC - Upgrades Audio Controls Systems	Preconstruction services	25-Mar-19	DIR
3			\$ 28,111.00	Bill Munker	1-Mar-19	17519	AC Upgrade Palm Tran	Preconstruction services	19-Apr-19	DIR
4			\$ 1,740.00	Bill Munker	18-Mar-19	19448	Demolition - 140 SW 6th Avenue, South Bay	Preconstruction services	19-Apr-19	DIR
5			\$ 17,250.00	Jason Griffith	19-Mar-19	18607	Bridgeman Park	Preconstruction services	26-Apr-19	DIR
6			\$ 552.00	Fernando Del Dago	20-Mar-19	19450	Asbestos predemolition survey - 3760 Serubi Avenue, Palm Springs 33461	Preconstruction services	5-Apr-19	DIR
7			\$ 4,560.00	Fernando Del Dago	25-Mar-19	15373	Therapeutic Recreational Center Phaes 1	Preconstruction services	9-May-19	DIR
8			\$ 8,280.00	Fernando Del Dago	25-Mar-19	17573	Phillip Lewis Center Renvoation	Preconstruction services	26-Apr-19	DIR
9			\$ 9,748.00	William Munker	23-Mar-19	18391	Fuel & Bus Wash Canopies Refurbishment	Preconstruction services	2-May-19	DIR
		1	\$ 791,852.00	Jason Griffith	4-Apr-19	18495	South Bay, Kenwood & Glades Ploener Park	GMP for construction services	4-Jun-19	BCC
10			Canceled						Canceled	
11			\$ 2,553.00	William Munker	17-Apr-19	19304	Palm Tran West - Paint & Waterproofing	Preconstruction services	16-Jul-19	DIR
	10			Andrew Gamble	22-Apr-19	19397	EOC - Upgrades Audio Controls Systems	GMP for construction services	Canceled	

CM AT RISK HISTORY

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

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
	11		\$ 26,921.00	William Munker	9-May-19	19448	Demolition - 140 SW 6th Avenue, South Bay	GMP for construction services	18-Jul-19	DIR
<u>12</u>			\$ 39,000.00	Luis Herrera	24-May-19	19205	Pahokee Gym Renovation	Preconstruction services	1-Jul-19	DIR
<u>13</u>			\$ 4,560.00	William Munker	31-May-19	17395	Wellington Mall Bus Stop Lengthening	Preconstruction services	1-Jul-19	DIR
		<u>2</u>	\$ 380,069.00	Fernando Del Dago	4-Jun-19	18607	Bridgeman Park	GMP for construction services	23-Jul-19	BCC
		<u>3</u>	\$ 248,374.00	Fernando Del Dago	5-Jun-19	17573	Philip Lewis Center Renovation	GMP for construction services	2-Jul-19	BCC
<u>14</u>			\$ 7,200.00	Rosalyn Acosta	14-Jun-19	16485	Palm Tran replace existing parking lot metal hylide lamps with LED lighting	Preconstruction services	11-Aug-19	DIR
<u>15</u>			\$ 9,000.00	Jason Griffith	19-Jun-19	19504	San Castle Park	Preconstruction services	31-Jul-19	DIR
<u>16</u>			\$ 7,200.00	Jason Griffith	19-Jun-19	19527	Limestone Creek Park	Preconstruction services	31-Jul-19	DIR
<u>17</u>			\$ 3,865.00	Luis Herrera	23-Oct-19	18377	PBC Jails - Fence & Paint Repairs	Preconstruction services	2-Dec-19	DIR
	12		\$ 133,494.00	Rosalyn Acosta	20-Jan-20	16485	Palm Tran replace existing parking lot metal hylid lights with LED Lightng	GMP	11-Mar-20	BCC
	13		\$ 51,221.00	William Munker	15-Aug-19	19304	Palm Tran West - Paint & Waterproofing	GMP for construction services	7-Apr-20	DIR
<u>18</u>			\$ 4,800.00	Fernando Del Dago	18-Feb-20	15373	JPP Phase 2 Pool Area Renovation	Preconstruction services	3-May-20	DIR
<u>19</u>			\$ 1,050.00	Andrew Gamble	7-Feb-20	2020-520120	EOC Ops LED Lighting	Preconstruction services	3-May-20	DIR
		<u>4</u>	\$ 650,000.00	Luis Herrera	30-Jan-20	19205	Pahokee Gym Renovation	GMP	10-Mar-20	DIR
	14		\$ 197,330.00	Bill Munker	8-Apr-20	15373	Philip Lewis Center Elevator Renovation	GMP	29-Apr-20	BCC
	15		\$ 174,227.00	Rocky Roque	15-Apr-20	19527	Limestone Creek Park	GMP	29-Apr-20	CRC
	16		\$ 179,800.00	Rocky Roque	15-Apr-20	19504	San Castle Park	GMP	29-Apr-20	CRC
<u>20</u>			\$ 17,501.00	Rocky Roque	9-Jul-20	2020-027215	John Stretch Memorial Park	Preconstruction services	25-Aug-20	DIR
<u>21</u>			\$ 18,000.00	David Lavinsky	15-Jul-20	17529	Lantana/Lake Worth Health Center Renovations	Preconstruction services	3-Sep-20	DIR
		<u>5</u>	\$ 295,178.00	Ben Carroll	10-Aug-20	16373	JPP Phase 2 Pool Area Renovation	GMP	20-Oct-20	BCC
		<u>6</u>	\$ 314,748.00	Rocky Roque	10-Sep-20	2020-027215	John Stretch Memorial Park	GMP	17-Nov-20	BCC
<u>22</u>			\$ 5,439.64	Rocky Roque	17-Sep-20	2020-027217	Haverhill Park	Preconstruction services	16-Feb-21	DIR
<u>23</u>			\$ 20,391.46	Rocky Roque	9-Oct-20	2020-027216	Glades Pioneer Park Overlay	Preconstruction services	23-Feb-21	DIR
<u>24</u>			\$ 3,046.00	David Lavinsky	2-Dec-20	20129	Lantana/Lake Worth Health Center Chiller Replacement	Preconstruction	11-Dec-20	DIR

CM AT RISK HISTORY

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

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	\$ 262,711.00	David Lavinsky	5-Oct-22	2021-010784	Lantana Health Center - Customer Service Counter	GMP		
		10	\$ 1,167,389.00	Charlene LaMattina	5-Dec-22	2021-047326	Glades Pioneer Park Orange Bowl Playground Installation	GMP		
		11	\$ 417,570.00	Niri	13-Dec-22	2021-051654	Lake Village at the Glades Playground	GMP		
				INSERT ABOVE THIS ROW						
			Total:	\$ 7,568,196.57						



PROJECT NAME:	LAKE VILLAGE AT THE GLADES
LEBOLO PROJECT No:	22-010
PBC PROJECT No:	2021-051654
VERSION:	1.0
PROPOSAL DATE:	Tuesday, November 1, 2022
GMP VALUE:	\$411,198

EEO PARTICIPATION REPORT

FORM LGM-PC-31 | 09/16/2022

COST CODE	TRADE	SUBCONTRACTORS	DIRECT COST	EEO CERTIFICATION	MBE	WBE	TOTAL EEO PARTICIPATION	%	COMMENTS
DIVISION 2	SITE CONSTRUCTION								
02-015	Borings & Geotechnical Investigation	ALLOWANCE	\$ -	n/a	\$ -	\$ -	\$ -	0.0%	
02-245	Playground Package	Regal Contractors Inc.	\$ 166,548	NO	\$ -	\$ -	\$ -	0.0%	
02-610	Landscaping	From Green to Greener	\$ 27,131	MBE	\$ 27,131	\$ -	\$ 27,131	14.0%	
	PERSONNEL								
	Maria E. Manjon	Project Manager				\$ 20,250	\$ 20,250	10.5%	
	Tammy Sorge	Project Coordinator				\$ 11,250	\$ 11,250	5.8%	
TOTALS			\$ 193,679		\$ 27,131	\$ 31,500	\$ 58,631		
					Achived Based on Direct Cost	14.0%	16.3%	30.3%	30.3%
					Achived Based on GMP Value	6.6%	7.7%	14.3%	14.3%
					EEO Goal	22.4%	6.9%		

**EXHIBIT G
INDEPENDENT COST ESTIMATE (ICE)**

Date: 01/13/2023

Prepared By: Niri Maharajh

Department: FD&O

Signature: 

Contract for: New Playground GMP-LEBOLO

Project No.: 2021-051654

Project Name: Lake Village at the Glades Recreation Facility

Project Description: New Construction of playground for ages 5-12, Primetime swing w/belt seats & coated wrap chains. Ages 5-12, Pavilion, site work Drainage System & Landscaping.

New Procurement

Contract Modification/Change Order

Method of Obtaining Estimate:

CID Internal Estimate

Third-Party Estimate (attach)

Published Price List (attach)

Historical Pricing (attach)

Comparable Prices Paid by Another Government Entity (attach)

Other - Describe:


Description	Estimate \$
Services/Lump sum	\$ 415,220.00
Materials	
Equipment	
Labor	
Goods/Supplies	
Overhead	
Profit	
Builders Risk/Liability Insurance:	
P&P Bonds	
Contingency	
Staff Costs	N/A
Total	\$ 415,220.00

Exhibit J continued
FDO COST ANALYSIS FORM

Date: 01/13/2023

Prepared By: Niri Maharajh

Department: FD&O

Signature: 

Contract for: New Playground GMP-LEBOLO

Project No.: 2021-051654

Project Name: Lake Village at the Glades Recreation Facility

Project Description: New Construction of playground for ages 5-12, Primetime swing w/belt seats & coated wrap chains. Ages 5-12, Pavilion, site work Drainage System & Landscaping.

New Procurement

Contract Modification/Change Order

Cost Analysis Form – Use this form: when you have only one bid; you negotiate the price (such as A&E fees); for a solesource contract; or a contract modification/change order. A Cost Analysis must include a separate analysis of profit. To establish a reasonable profit, you must consider the complexity of the work, the risk born by the contractor/consultant, the investment by the contractor/consultant, the contractor/consultant’s record of past performance, the amount of subcontracting, and industry profit rates in the surrounding area for similar work.

Independent Cost Estimate(ICE)		Contractor/Consultant Name: LEBOLO Bid/Proposed Price		Variance* (Bid/Proposed Price vs. ICE)	
Labor/General Conditions	\$	Labor	\$ 92,780.00	Labor	0
Materials/Pre Const. Cost Adjusted	\$	Materials/Pre Const. Cost Adjusted	\$ 6,372.00	Materials	0
Construction/Site	\$	Construction	\$ 27,131.00	Construction	\$
Equipment	\$	Equipment	\$166,548.00	Equipment	\$
Services/Lump sum	\$415,220.00	Services		Services	0
Good/ Supplies	\$	Goods/ Supplies	\$ 37,253.00	Goods/ Supplies	\$
Overhead	\$	Overhead		Overhead	\$
Contingency/Fees	\$	Contingency/Fees	\$ 71,643.00	Contingency	\$
Builders Risk/Liability Insurance	\$	Builders Risk/Liability Insurance:	\$ 1,937.00	Builders Risk/Liability Insurance:	0
P&P Bonds	\$		\$ 13,906.00		0
Total:	\$415,220.00	Total	\$417,570.00	Total	\$2,350.00
Staff Costs	\$0.0	Staff Costs	\$0.0	Staff Costs	\$0.0

*Variance Notes – if variance is more than +/- 20% please justify:



May 25, 2022

Palm Beach County - Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

Ref: Letter of Authorization

To Whom it May Concern,

Please accept this written Letter of Authorization giving signature authorization to Sebastian C. Fonnegra for project related documents performed under LEBOLO's Continuing Services Agreement (s) with Palm Beach County.

Sincerely,



Randal Lebolo
President
Lebolo Construction Management, Inc.

2100 Corporate Drive
Boynton Beach, FL 33426
(561) 742-7644 TEL
(561) 742-7636 FAX
Fla. Lic. CGC 062151

23- 0553

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1
BGEX-143-020323*782

FUND 1101 - Housing and Economic Sustainability

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED February 2, 2023	REMAINING BALANCE
EXPENDITURES								
143-1431-8201	Contributions Non-Gov't Agency	3,939,050	3,936,050	0	112,570	3,823,480	1,283,630	2,539,850
820-1431-9204	Transfer to Public Bldg Impv Fund 3804	0	0	112,570	0	112,570	0	112,570
TOTAL EXPENDITURES				112,570	112,570			

Department of Housing and Economic Development
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
<i>Jonathan Braun</i>	2/3/2023
<i>John M. ...</i>	2/22/2023

By Board of County Commissioners
At Meeting of :
March 14, 2023
Deputy Clerk to the
Board of County Commissioners

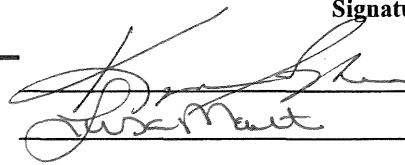
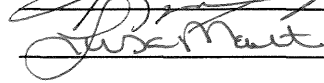
23-0554

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BUEX 021023*887
BGRV 021023*329

Fund 3804 - Public Building Improvement Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of mm/dd/yy	REMAINING BALANCE
<u>REVENUES</u>								
411-B733	8015 - Tr Fr HCD Fd 1101	0	0	112,570	0	112,570		
		0	0	0	0	0		
Total Receipts and Balances		114,194,801	113,221,885	112,570	0	113,334,455		
<u>EXPENDITURES</u>								
411-B733	6401 - Machinery & Equipment	215,000	215,000	112,570	0	327,570	286,700	40,870
Total Appropriations & Expenditures		114,194,801	113,221,885	112,570	0	113,334,455		

<p>Office of Financial Management & Budget INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted</p>	<p>Signatures & Dates</p> <p> 2/10/2023  2/27/2023</p>	<p>By Board of County Commissioners At Meeting of March 14, 2023 Deputy Clerk to the Board of County Commissioners</p>
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