

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

**Meeting Date: March 14, 2023**

**Consent**  
 **Workshop**

**Regular**  
 **Public Hearing**

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:** Amendment No. 10 to the continuing contract for Construction Manager (CM) at Risk Services with Lebolo Construction Management, Inc. (R2018-1161) establishing a Guaranteed Maximum Price (GMP) in the amount of \$1,167,389 for construction management services for the Glades Pioneer Park Playground Replacement project for a period of 300 calendar days from notice to proceed.

**Summary:** On August 14, 2018, the Board of County Commissioners (Board) approved the continuing contract with Lebolo Construction Management, Inc. to provide construction management services. On January 10, 2023, the BCC authorized the County Administrator or designee, which in this case was the Director of Facilities Development and Operations (FDO), to execute Amendment No. 10 to procure the long-lead time new playground equipment in an amount not to exceed \$1,167,389. Amendment No. 10 authorized Lebolo Construction Management, Inc. to establish a GMP in the amount \$1,167,389 to coordinate, procure and install the new playground, which will replace the existing outdated playground located at the Glades Pioneer Park, located adjacent to the Orange Bowl field. Amendment No. 10 was fully executed on behalf of the Board by the Director of FDO. In accordance with the County Policies and Procedures Memorandum (PPM) CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. Small Business Enterprise (SBE) participation does not apply to federally funded contracts. Under the federal requirements, a minority participation goal of 22.4% and female participation goal of 6.9% has been established. The CM anticipates an Equal Employment Opportunity (EEO) utilization of 74.76% for Amendment No. 10. Funding for this project is from the Park Improvement Fund. **(Capital Improvements Division) District 6 (MWJ)**

**Background and Justification:** 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. 10 prior to the next Board meeting and to allow for prompt procurement of the long-lead time playground equipment.

**Attachments:**

- 1. Amendment No. 10
- 2. Budget Availability Statement

**Recommended by:** *Ismael P. Ayala* *2/28/23*  
**Department Director** **Date**

**Approved by:** *Paul* *3/10/23*  
**County Administrator** **Date**

**II. FISCAL IMPACT ANALYSIS**

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$1,190,589	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$1,190,589</u>	<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 3600 Dept. 582 Unit P907 Object 6401 \$1,167,389  
 Fund 3600 Dept. 582 Unit P907 Object 6505 \$23,200

CONSTRUCTION	\$1,167,389.00
STAFF COSTS	\$ 23,200.00
CONTINGENCY	\$ 0.00
TOTAL	<u>\$1,190,589.00</u>

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

The funding source for Amendment No. 10 will be previously awarded grant funds that are pending transfer to the Park Improvement Fund. A Budget Amendment and Transfer are concurrently proceeding to the March 14, 2022 Board meeting as a separate agenda item to fulfill the fiscal impact of this agenda item.

C. Departmental Fiscal Review: Eric Muller  
*Eric Muller*

**III. REVIEW COMMENTS:**

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

Eric Muller 2/28/2023  
 OFMB  
*Eric Muller*  
 2/27/2023

Ann S. Jacobson 3/1/23  
 Contract Administrator  
*Ann S. Jacobson*  
 3/1/23

**B. Legal Sufficiency:**

[Signature] R. MT  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AMENDMENT #10**  
**LEBOLO CONSTRUCTION MANAGEMENT, INC.**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**ON A CONTINUING CONTRACT BASIS**  
**FOR FEDERALLY FUNDED PROJECTS**  
**GLADES PIONEER PARK PLAYGROUND REPLACEMENT**  
**PROJECT NO.: 2021-047326**

This Amendment is made as of Feb. 1, 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 #26 as may be supplemented and amended by this Amendment.

**WHEREAS**, under Task Order #26, Owner assigned Project No. 2021-047326 (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 #26.

**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 \$1,167,389.00 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 300 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 74.76% 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*

*and modified as follows:*

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

***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: Glades Pioneer Park Playground Replacement  
Project No. 2021-047326

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

Digitally signed by Michael W. Jones  
DN: c=org, DC=pbcgov, OU=  
Enterprise, OU=CATT, OU=Users,  
CN=Michael W. Jones, E=MJones@  
pbcgov.org  
Reason: I am the author of this  
document  
Location:  
Date: 2023.01.31 09:05:07-05'00'  
Foxit PDF Reader Version: 12.1.0

**Michael  
W. Jones**  
By: \_\_\_\_\_  
County Attorney

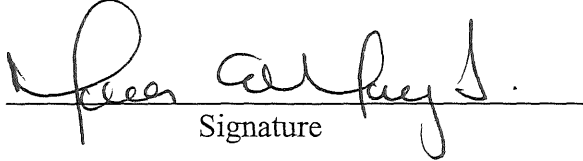


By: \_\_\_\_\_  
Isami Ayala-Collazo

ATTEST

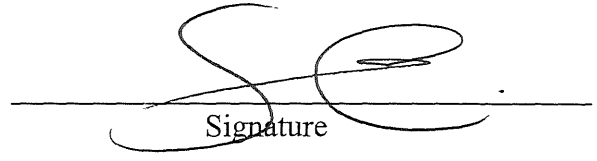
\_\_\_\_\_  
FD&O Fiscal

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

  
Signature

MARIA MARLOW  
Name (type or print)

CONSTRUCTION MANAGER: LEBOLO  
CONSTRUCTION MANAGEMENT, INC.

  
Signature

SEBASTIAN FOWDELLA  
Name (type or print)

DIRECTOR OF PRE-CONSTRUCTION  
Title

(Corporate Seal)



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





# PROJECT COST SUMMARY

PROJECT NAME:	GLADES PIONEER PARK ORANGE BOWL PLAYGROUND PHASE 2
LEBOLO PROJECT No:	2021-0013
PBC PROJECT No:	2021-005
VERSION:	3.0
PROPOSAL DATE:	Thursday, July 28, 2022

## SCOPE OF WORK

Play Area 2-5, Play Area 5-12, (2) Shades, 7,260 Foreverlawn surfacing & (18) Benches

PALM BEACH COUNTY	GLADES PIONEER PARK ORANGE BOWL PLAYGROUND PHASE 2
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Section	Description of Work	Total	Comments
1	Cost adjustment between estimate of Preconstruction Services cost and final Preconstruction Services cost	-\$10,434	Preconstruction Phase
2	CONSTRUCTION	\$1,177,823	Construction Phase
<b>PROJECT COST</b>		<b>\$1,167,389</b>	

**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>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>
<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"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. 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.</li> </ul>

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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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



"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)

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<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"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>
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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.

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Modification Number	Publication Date
0	01/06/2023

ELEC0728-006 09/01/2022

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

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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

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IRON0402-003 10/01/2021

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

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LAB01652-004 05/01/2018

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

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PAIN0452-007 08/01/2019

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

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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

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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)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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



January 26, 2023

*Palm Beach 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. SUR0002150  
Project: Glades Pioneer Park Playground Replacement**

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.*
- *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.:** SUR0002150

**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

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**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:** \$ 1,167,389.00

**Description of Work:** Project Number: 2021-047326, Glades Pioneer Park Playground Replacement

**Project Location:** 866 State Road 715, Belle Glade, 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      SUR0002150

BOND AMOUNT      \$1,167,389.00

CONTRACT AMOUNT      \$1,167,389.00

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:      Glades Pioneer Park Playground Replacement

PROJECT NUMBER:      2021-047326

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

DESCRIPTION OF WORK:      Replacement of playground equipment, 2 shades, 7,260 Foreverlawn surfacing and 18 benches.

PROJECT LOCATION:      866 State Road 715, Belle Glade, FL

LEGAL DESCRIPTION:      PCN #00384406000003020

## 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 \$1,167,389.00, 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 Glades Pioneer Park Playground Replacement, 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 01/18, 2023

PRINCIPAL: Lebolo Construction Management, Inc.

By: [Signature]  
Signature

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

Randall Lebolo - President  
(Print Name and Title)

Controller  
Title

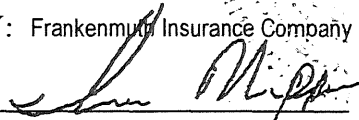
(SEAL)

Address: 2100 Corporate Drive

Boynton Beach, FL 33426

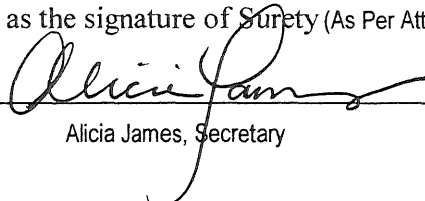


SURETY: Frankenmuth Insurance Company

By:   
Signature

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

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

Witness:   
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 **Glades Pioneer Park Playground Replacement, Project No. 2021-047326**, 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 Lebol - 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

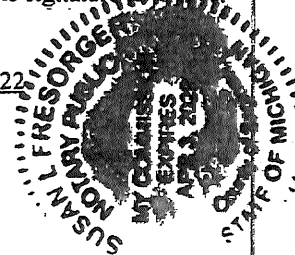
By Frederick A. Edmond, Jr.  
Frederick A. Edmond, Jr.,  
President and Chief Executive Officer

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 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 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

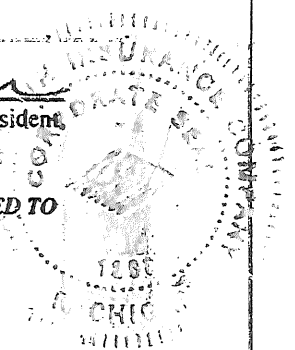


I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

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 SUR0002150

BOND AMOUNT \$1,167,389.00

CONTRACT AMOUNT \$1,167,389.00

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: Glades Pioneer Park Playground Replacement

PROJECT NUMBER: 2021-047326

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

DESCRIPTION OF WORK: Replacement of playground equipment, 2 shades, 7,260 Foreverlawn surfacing and 18 benches.

PROJECT LOCATION: 866 State Road 715, Belle Glade, FL

LEGAL DESCRIPTION: PCN #00384406000003020

## 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 \$1,167,389.00, 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 Glades Pioneer Park Playground Replacement, 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 01/18, 2023

PRINCIPAL: Lebolo Construction Management, Inc.

By: [Signature]  
Signature

Randell Lebolo-President  
(Print Name and Title)

(SEAL)

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

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.  
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 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 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



# 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).


<b>PRODUCER</b> Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 954-941-0900      FAX (A/C. No): 954-941-2006 E-MAIL ADDRESS: kdunn@bgsagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Amerisure Insurance Co.      NAIC # 19488 INSURER B : Amerisure Mutual Insurance Co.      23396 INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426	LEBCO1	

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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"/> <b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N    N/A 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"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased or Rented Equipment			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...

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

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 01/03/2023 REQUESTED BY: Ben Carroll PHONE: 233-2059

PROJECT TITLE: Glades Pioneer Park Playground Replacement (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A IST PLANNING NO.:
REQUESTED AMOUNT: \$1,190,589.00 BCC RESOLUTION#: R2018-1161
CSA or CHANGE ORDER NUMBER: Amendment #10 DATE: 08/14/18

LOCATION: 866 SR 715, Belle Glade
BUILDING NUMBER: 1051
DESCRIPTION OF WORK/SERVICE LOCATION:
PROJECT/W.O. NUMBER: 2021-047326

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

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

GMP for construction services.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$1,167,389.00), PROFESSIONAL SERVICES (\$), STAFF COSTS\* (\$ 23,200.00), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$), and TOTAL (\$1,190,589.00).

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

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

FUND: 3600 DEPT: 582 UNIT: P907 OBJ: 6401 - \$1,167,389.00
FUND: 3600 DEPT: 582 UNIT: P907 OBJ: 6505 - \$23,200.00 - staff costs

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: CDBG Amount \$ 1,190,589.00 Impact Fees: (Amount \$ )
Other (source/type: Amount \$ )

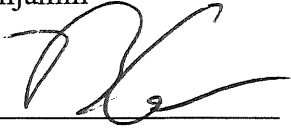
Department: Parks and Recreation

BAS APPROVED BY: Jennifer E. Ciullo DATE 2/14/2023
ENCUMBRANCE NUMBER:

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

**Date: 01/24/2023**

Prepared By: Benjamin  
Carroll

Signature: 

Contract for: New Playground GMP-LEBOLO

Project No.: 2021-047326

Project Name: Glades Pioneer Park

Project Description: New Construction of playground for ages 5-12, sun shades, synthetic turf, and earthwork

- 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:

The comparison project is a non-federal estimate. Quote was obtained by Parks 8/18/21 for budgetary purposes.

Description	Estimate \$
Services/Lump sum	\$ 702,942.65
Materials	
Equipment	
Labor	
Goods/Supplies	
Overhead	
Profit	
Builders Risk/Liability Insurance:	
P&P Bonds	
Contingency	
General Conditions	\$210,882.80
Staff Costs	N/A
<b>Total</b>	<b>\$ 913,825.45</b>

**Exhibit J continued**  
**FDO COST ANALYSIS FORM**

Date: 01/24/2023

Prepared By: Benjamin Carroll

Department: FD&O

Signature: 

Contract for: New Playground GMP-LEBOLO

Project No.: 2021-047326

Project Name: Glades Pioneer Park

Project Description: New Construction of playground for ages 5-12, sun shades, synthetic turf, and earthwork

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	\$210,882.80	Labor	\$	Labor	0
Materials/Pre Const. Cost Adjusted	\$	Materials/Pre Const. Cost Adjusted	\$	Materials	0
Construction/Site	\$	Construction	\$ \$1,167,389.00	Construction	\$
Equipment	\$	Equipment	\$	Equipment	\$
Services/Lump sum	<b>\$ 702,942.65</b>	Services		Services	0
Good/ Supplies	\$	Goods/ Supplies	\$	Goods/ Supplies	\$
Overhead	\$	Overhead		Overhead	\$
Contingency/Fees	\$	Contingency/Fees	\$	Contingency	\$
Builders Risk/Liability Insurance	\$	Builders Risk/Liability Insurance:	\$	Builders Risk/Liability Insurance:	0
P&P Bonds	\$		\$		0
<b>Total:</b>	<b>\$913,825.45</b>	<b>Total</b>	<b>\$1,167,389.00</b>	<b>Total</b>	<b>\$253,563.55 – more than 20% variance due to cost escalation of playground equipment</b>
Staff Costs	\$0.0	Staff Costs	\$0.0	Staff Costs	\$0.0

**CM AT RISK HISTORY**

<b>Construction Manager:</b>	Lebolo Construction Management	<b>Total:</b>	\$4,672,057	<b>EEO Goal:</b>	
<b>Contract Award Date:</b>	14-Aug-18			<b>Monitored By:</b>	CID
<b>Resolution Number:</b>	R2018-1161			<b>Cummulative Limit:</b>	\$ 9,000,000.00
<b>Annual Type:</b>	Construction Manager @ Risk (FEDERAL)				
<b>Expiration Date:</b>	13-Feb-23				
<b>Renewal Options:</b>	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 Abatment	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**

<b>Construction Manager:</b>	Lebolo Construction Management	<b>Total:</b>	\$4,672,057	<b>EEO Goal:</b>	
<b>Contract Award Date:</b>	14-Aug-18			<b>Monitored By:</b>	CID
<b>Resolution Number:</b>	R2018-1161			<b>Cummulative Limit:</b>	\$ 9,000,000.00
<b>Annual Type:</b>	Construction Manager @ Risk (FEDERAL)				
<b>Expiration Date:</b>	13-Feb-23				
<b>Renewal Options:</b>	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	Phillip 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	Phillip 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**

<b>Construction Manager:</b>	Lebolo Construction Management	<b>Total:</b>	\$4,872,057	<b>EEO Goal:</b>	
<b>Contract Award Date:</b>	14-Aug-18	<b>Monitored By:</b>		<b>CID</b>	
<b>Resolution Number:</b>	R2018-1161	<b>Construction Manager @ Risk (FEDERAL)</b>			
<b>Annual Type:</b>	Construction Manager @ Risk (FEDERAL)	<b>Cummulative Limit:</b>	\$	9,000,000.00	
<b>Expiration Date:</b>	13-Feb-23				
<b>Renewal Options:</b>	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
		<u>7</u>	\$ 350,767.00	David Lavinsky	30-Nov-20	17528	Lantana/Lake Worth Health Center Renovations Chiller System Only	GMP	12-Jan-21	DIR
	<u>17</u>		\$ 59,981.47	Rocky Roque	8-Apr-21	2020-027217	Haverhill Park	GMP	14-May-21	DIR
	<u>18</u>		\$ 189,605.00	Rocky Roque	8-Apr-21	2020-027216	Glades Pioneer Park Overlay	GMP	26-May-21	CRC
	<u>19</u>		\$ 172,317.00	William Munker	7-Jun-21	2021-013863	Library Digital Signage	Preconstruction & GMP Services	30-Jun-21	CRC
<u>25</u>			\$ 30,000.00	Luis Herrera	21-Jul-21	2020-039116	CL Brumback Health Center; Restroom & Youth Services Renovations	Preconstruction Services	14-Aug-21	DIR
<u>26</u>			\$ 33,991.00	Rocky Roque	14-Oct-21	2021-047326	Glades Pioneer Park Orange Bowl Playground Installation	Preconstruction services	7-Feb-22	DIR
		<u>8</u>	\$ 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
<u>27</u>			\$ 6,000.00	David Lavinsky	28-Apr-22	2021-010784	Lantana Health Center - Customer Service Counter	Preconstruction services	3-Jun-22	DIR
<u>28</u>			\$ 11,760.00	David Lavinsky	28-Apr-22	2021-014169	Jupiter Health Center Renovation	Preconstruction services	3-Jun-22	DIR
<u>29</u>			\$ 28,800.00	Charlene LaMattina	17-Jun-22	2022-005198	Medical Records Room Renovations	Preconstruction	4-Aug-22	DIR
<u>30</u>			\$ 18,300.00	Luis Herrera	7-Jul-22	2021-051654	Lake Villages at the Glades	Preconstruction	8-Sep-22	DIR
<u>31</u>			\$ 30,061.00	Lewis McBean	11-Jul-22	2021-030084	Palm Tran Main Facility Repaving	Preconstruction		
		<u>9</u>	\$ 262,934.00	David Lavinsky	5-Oct-22	2021-010784	Lantana Health Center - Customer Service Counter	GMP		
		<u>10</u>	\$ 1,167,389.00	Charlene LaMattina	5-Dec-22	2021-047326	Glades Pioneer Park Orange Bowl Playground Installation	GMP		
				INSERT ABOVE THIS ROW						
			<b>Total:</b>	\$ 7,150,849.57						



MINORITY PARTICIPATION REPORT

**GLADES PIONEER PARK ORANGE BOWL PLAYGROUND**

Project No.	Project Name	GMP	DIRECT COST	EEO CERTIFICATION	MBE	WBE	TOTAL MINORITY PARTICIPATION	%	Status
2021-0013	Glades Pioneer Park Orange Bowl Playground	\$ 1,167,389	\$ 872,727						
<b>SUBCONTRACTORS</b>									
	D.W. Recreation		\$ 872,727	SWBE		\$ 872,727	\$ 872,727	100.00%	
<b>TOTALS</b>		<b>\$ 1,167,389</b>	<b>\$ 872,727</b>		<b>\$ -</b>	<b>\$ 872,727</b>	<b>\$ 872,727</b>		
					<b>0.00%</b>	<b>100.00%</b>		<b>100.00%</b>	<b>*Based on Direct Cost</b>
					<b>0.00%</b>	<b>74.76%</b>		<b>74.76%</b>	<b>*Based on Total Cost</b>



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,



Randall 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

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 01/03/2023

REQUESTED BY: Ben Carroll

PHONE: 233-2059

PROJECT TITLE: Glades Pioneer Park Playground Replacement  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A

BCC RESOLUTION#: R2018-1161

REQUESTED AMOUNT: \$1,190,589.00

DATE: 08/14/18

CSA or CHANGE ORDER NUMBER: Amendment #10

LOCATION: 866 SR 715, Belle Glade

BUILDING NUMBER: 1051

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2021-047326

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	\$1,167,389.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 23,200.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$1,190,589.00

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

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

FUND: 3600	DEPT: 582	UNIT: P907	OBJ: 6401 - \$1,167.389.00
FUND: 3600	DEPT: 582	UNIT: P907	OBJ: 6505 - \$23,200.00 – staff costs

**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: <u>CDBG</u> Amount \$ <u>1,190,589.00</u> )	Impact Fees: (Amount \$ _____)
Other (source/type: _____ Amount \$ _____)	

Department: Parks and Recreation

BAS APPROVED BY: Jennifer E. Cicillo

DATE 2/14/2023

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