

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

Meeting Date: February 3, 2026

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Amendment No. 4 to the Construction Manager (CM) at Risk contract (R2023-0139) with Lebolo Construction Management, Inc. (Lebolo) extending the contract term for two (2) years to provide construction management services on a continuing contract basis for federally funded projects for the period of February 7, 2026 through February 6, 2028;
- B) Amendment No. 1 to the CM at Risk contract (R2023-0140) with State Contracting & Engineering Corporation (State Contracting) extending the contract term for two (2) years to provide construction management services on a continuing contract basis for federally funded projects for the period of February 7, 2026 through February 6, 2028; and
- C) Amendment No. 3 to the CM at Risk contract (R2023-0141) with Waypoint Contracting Inc (Waypoint) extending the contract term for two (2) years to provide construction management services on a continuing contract basis for federally funded projects for the period of February 7, 2026 through February 6, 2028.

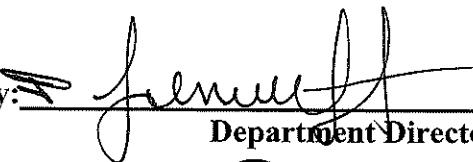
Summary: On February 7, 2023, the Board of County Commissioners (BCC) approved the continuing CM at Risk contracts with Lebolo, State Contracting, and Waypoint to provide construction management services associated with the construction of various federally funded capital projects, which may include new construction, additions, or renovations where the value of the individual project does not exceed \$7,500,000. The original contracts provided for an initial term of three (3) years with one (1), two (2) year renewal option. During the first three (3) years, the County has awarded \$2,733,145 in task authorizations to Lebolo, \$6,000 in task authorizations to State Contracting, and \$1,609,410.09 in task authorizations to Waypoint. These Amendments extend the term of the continuing contracts through February 6, 2028 and adds or updates standard County terms regarding Construction Contingency, Non-Discrimination, Entirety of Contractual Agreement, Interactions with County Staff, Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern, and the Human Trafficking Affidavit. These continuing contracts are exempt from the County's Equal Business Opportunity (EBO) Ordinance pursuant to section 2-80.22 thereof. Projects assigned under these continuing contracts may include a Disadvantaged Business Enterprise (DBE) goal depending on the requirements of the applicable federal grant, which will be included at the time of project assignment. **(Capital Improvements Division) Countywide (MWJ)**

Background and Justification: (Continued on Page 3)

Attachments:

1. Amendment No. 4 – Lebolo Construction Management, Inc.
2. Certificate of Liability Insurance – Lebolo Construction Management, Inc.
3. Amendment No. 1 – State Contracting & Engineering Corporation
4. Certificate of Liability Insurance – State Contracting & Engineering Corporation
5. Amendment No. 3 – Waypoint Contracting Inc
6. Certificate of Liability Insurance – Waypoint Contracting Inc
7. CM at Risk Continuing History Sheets – Lebolo/State Contracting/Waypoint

Recommended by:


Department Director

12/29/25

Date

Approved by:


Deputy County Administrator

1/8/26

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	-0- _____	-0- _____	-0- _____	-0- _____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
Is this item using Federal Funds? Yes X No _____
Is this item using State Funds? Yes _____ No X

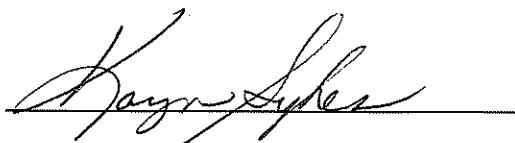
Budget Account No:

Fund _____ Dept _____ Unit _____ Object _____

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

* There is no fiscal impact associated with this item. Work Authorizations requiring Board of County Commissioners (BCC) approval will be submitted to the BCC and fiscal impact will be addressed at that time; otherwise, funding will come from projects previously approved by the BCC.

C. Departmental Fiscal Review:



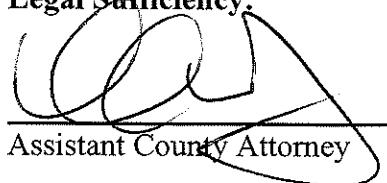
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

ASD/DP 1/2/26
OFMB AM/18
MD 1/2

Brandi Brack 1/5/26
Contract Development and Control
29 1/2/26
1-5-26 TR

B. Legal Sufficiency:

 1/6/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

Continued from Page 1

Background and Justification: CM at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction. The CM contracts are set to expire on February 6, 2026. It is the consensus of the Facilities Development and Operations Department that these construction managers have successfully provided the construction management services required by the County in a timely manner. The CMs are in good standing and wish to continue to provide construction management services. These Amendments will maintain continuous construction management services for federally funded projects required by the County.

ATTACHMENT #1

AMENDMENT # 4
LEBOLO CONSTRUCTION MANAGEMENT, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
PROJECT NO.: 2021-047983

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and Lebolo Construction Management, Inc., authorized to do business in the State of Florida, hereinafter referred to as "Construction Manager".

WHEREAS, on February 7, 2023, the parties hereto entered into the Continuing Contract (R2023-0139) (hereinafter the "Contract") under which the Construction Manager provides awarded work to the County for various projects as authorized from time to time under the Contract; and

WHEREAS, the Owner and the Construction Manager desire to amend certain contract conditions of the Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby renew and extend the term of the original Contract beginning on February 7, 2026, and continuing through February 6, 2028, pursuant to the exercise of the two year renewal option.

2. Construction Manager Representation. The Construction Manager certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Human Trafficking Affidavit. Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Construction Manager has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

4. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Contract including the Federal Requirements shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

5. Contract Modifications and Additions. The Continuing Contract is modified as follows:

Article 6, section 6.3 of the Contract is deleted in its entirety and replaced with the following:

6.3 Construction Contingency.

(a) Construction Manager's Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Manager's Contingency which is included for the purpose of defraying expenses that were unforeseen at the time of establishment of the GMP as described in this 6.3(a). The Construction Manager will be required to furnish documentation evidencing expenditures to be charged to this Contingency prior to the release of funds by the Owner. Documentation for use of the Construction Manager's Contingency shall be determined by the Owner. The Construction Manager's Contingency is only available for the following costs:

(1) Trade Contractor Buyout. Pursuant to the award of trade contracts under Section 2.2.3, if trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the Construction Manager's Contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the Construction Manager's Contingency, however such events shall not be cause to increase the GMP.

(2) Scope Gap. Documented scope gaps between trade contractors will be taken from the Construction Manager's Contingency, unless work is shown on drawings.

(3) Trade Contractor Default. Costs incurred due to contract default by trade contractors will be taken from the Construction Manager's Contingency.

(4) Reconciliation of Allowances. Allowances will be reconciled through the use of the Construction Manager's Contingency.

(5) Unforeseen Field Conditions. Costs incurred by the Construction Manager due to unforeseen field conditions will be taken from the Construction Manager's Contingency.

The costs listed above as recoverable from the Construction Manager's Contingency are recoverable only from the Construction Manager's Contingency and only to the extent there are funds available in the Construction Manager's Contingency; such costs can never be the basis for an increase to the GMP.

The Construction Manager's Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

(b) Owner's Contingency. The Construction Manager shall include a line item for the Owner's Contingency in the GMP. This line item will initially be \$0 but as work progresses on the Project and overages in various line items in the GMP are identified, then Construction Manager shall move any identified line item overages to the Owner's Contingency line item. Owner may use the amounts in the Owner's Contingency to fund Owner initiated change orders under General Condition 65. Additionally, if Owner and Construction Manager mutually agree that there are surplus funds in the Construction Manager's Contingency described in Section 6.3(a) above, then Construction Manager shall move such surplus funds to the Owner's Contingency line item for use by Owner to fund Owner initiated change orders.

Article 15 of the Contract is deleted in its entirety and replaced with the following:

ARTICLE 15 – NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748 as may be amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The following Articles are added to the Contract:

ARTICLE 19 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Construction Manager agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 - INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Construction Manager and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

ARTICLE 21 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Construction Manager certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 22 – HUMAN TRAFFICKING AFFIDAVIT

Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Construction Manager has executed the Nongovernmental Entity Human Trafficking Affidavit.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Contract to be executed as of the day and year first above written.

ATTEST:

MICHAEL A. CARUSO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO
LEGAL SUFFICIENCY

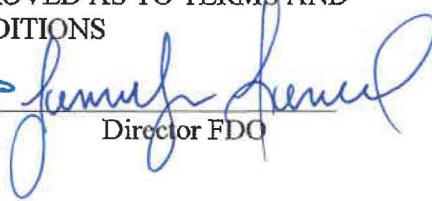
By: _____
Assistant County Attorney

PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Director FDO



Construction Manager: Lebolo
Construction Management, Inc

By:

Signature

Name: Randy Lebolo

(SEAL)

Title: President

Tammy Sorge

Witness Signature

Tammy Sorge

Print Witness Name

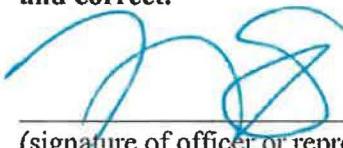
EXHIBIT A
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Lebolo Construction Management, Inc (Construction Manager) and attest that Construction Manager does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



(signature of officer or representative)

Randy Lebolo - President

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

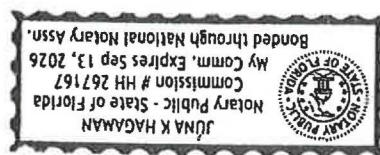
Sworn to and subscribed before me by means of physical presence or online notarization this, 14 day of November, by Randy Lebolo.

Personally known OR produced identification .

Type of identification produced _____.

Jenna K. Haganan
NOTARY PUBLIC

My Commission Expires:
State of Florida at large



(Notary Seal)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

LEBOLO CONSTRUCTION MANAGEMENT, INC.

Filing Information

Document Number P000000095039

FEI/EIN Number 65-1055266

Date Filed 10/06/2000

State FL

Status ACTIVE

Principal Address

2100 CORPORATE DR

BOYNTON BEACH, FL 33426

Changed: 05/16/2024

Mailing Address

2100 CORPORATE DRIVE

BOYNTON BEACH, FL 33426

Changed: 06/21/2005

Registered Agent Name & Address

LEBOLO, RANDALL E

2100 CORPORATE DRIVE

BOYNTON BEACH, FL 33426

Name Changed: 04/03/2002

Address Changed: 01/14/2008

Officer/Director Detail

Name & Address

Title D

LEBOLO, RANDALL E

2100 CORPORATE DRIVE

BOYNTON BEACH, FL 33426

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2024	05/16/2024
2025	02/19/2025

Document Images

02/19/2025 -- ANNUAL REPORT	View image in PDF format
05/16/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
02/24/2022 -- ANNUAL REPORT	View image in PDF format
03/04/2021 -- ANNUAL REPORT	View image in PDF format
03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/12/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
02/12/2016 -- ANNUAL REPORT	View image in PDF format
01/28/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
03/05/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
03/06/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
04/02/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
06/21/2005 -- ANNUAL REPORT	View image in PDF format
04/16/2004 -- ANNUAL REPORT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
04/03/2002 -- ANNUAL REPORT	View image in PDF format
02/20/2001 -- ANNUAL REPORT	View image in PDF format
10/06/2000 -- Domestic Profit	View image in PDF format

ATTACHMENT #2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900		FAX (A/C, No): 954-941-2006
	E-MAIL ADDRESS: certs@bgsagency.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Amerisure Insurance Co.		19488
	INSURER B : Amerisure Mutual Insurance Co.		23396
	INSURER C : INSURER D : INSURER E : INSURER F :		
INSURED	LEBCO1		
	Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426		

COVERAGES

CERTIFICATE NUMBER: 759376530

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	GL21152930501	9/11/2025	9/11/2026	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	CA21152920501	9/11/2025	9/11/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE	Y	CU21152940502	9/11/2025	9/11/2026	EACH OCCURRENCE	\$ 2,000,000	
							AGGREGATE	\$ 2,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	Y	WC21152950502	9/11/2025	9/11/2026	X PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
B	Leased or Rented Equipment			IM21184490402	9/11/2025	9/11/2026	Limit: Deductible	\$100,000 \$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 , per form CG7324(0323) as required by written contract per terms and conditions of the policies; Waiver of Subrogation, per form CG7289(0417) as required by written contract per terms and conditions of the policies.

Auto Liability: Additional Insured & Waiver of Subrogation per form CA7171(0508) as required by written contract per terms and conditions of the policies; Primary& Non-Contributory,per form CA 71 65 (0911) as required by written contract per terms and conditions of the policies.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County, Board of County Commissioners, c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach FL 33411-5604

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

Page 1 of 1

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

ADDITIONAL REMARKS

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

Workers' Compensation: Waiver of Subrogation, per form WC000313, as required by written contract per terms and conditions of the policies.

Excess Liability: Additional Insured and Primary Non-Contributory per form CU 74 67(0323), as required by written contract per terms and conditions of the policies. Waiver of Subrogation, per form CU 24 03(1220), as required by written contract per terms and conditions of the policies. 30 Day Notice of Cancellation, Nonrenewal or Material Change - Third Party, per form IL7074(0116) - BLKT, as required by written contract per terms and conditions of the policies.

ALL COVERAGES ARE SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

Additional Insured: Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as required by written contract per terms and conditions of the policies.

ATTACHMENT #3

AMENDMENT # 1
STATE CONTRACTING & ENGINEERING CORPORATION
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
PROJECT NO.: 2021-047983

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and State Contracting & Engineering Corporation, authorized to do business in the State of Florida, hereinafter referred to as "Construction Manager".

WHEREAS, on February 7, 2023, the parties hereto entered into the Continuing Contract (R2023-0140) (hereinafter the "Contract") under which the Construction Manager provides awarded work to the County for various projects as authorized from time to time under the Contract; and

WHEREAS, the Owner and the Construction Manager desire to amend certain contract conditions of the Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

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- (2) Scope Gap.** Documented scope gaps between trade contractors will be taken from the Construction Manager's Contingency, unless work is shown on drawings.
- (3) Trade Contractor Default.** Costs incurred due to contract default by trade contractors will be taken from the Construction Manager's Contingency.
- (4) Reconciliation of Allowances.** Allowances will be reconciled through the use of the Construction Manager's Contingency.
- (5) Unforeseen Field Conditions.** Costs incurred by the Construction Manager due to unforeseen field conditions will be taken from the Construction Manager's Contingency.

The costs listed above as recoverable from the Construction Manager's Contingency are recoverable only from the Construction Manager's Contingency and only to the extent there are funds available in the Construction Manager's Contingency; such costs can never be the basis for an increase to the GMP.

The Construction Manager's Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

(b) Owner's Contingency. The Construction Manager shall include a line item for the Owner's Contingency in the GMP. This line item will initially be \$0 but as work progresses on the Project and overages in various line items in the GMP are identified, then Construction Manager shall move any identified line item overages to the Owner's Contingency line item. Owner may use the amounts in the Owner's Contingency to fund Owner initiated change orders under General Condition 65. Additionally, if Owner and Construction Manager mutually agree that there are surplus funds in the Construction Manager's Contingency described in Section 6.3(a) above, then Construction Manager shall move such surplus funds to the Owner's Contingency line item for use by Owner to fund Owner initiated change orders.

Article 15 of the Contract is deleted in its entirety and replaced with the following:

ARTICLE 15 – NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748 as may be amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The following Articles are added to the Contract:

ARTICLE 19 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Construction Manager agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 - INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Construction Manager and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

ARTICLE 21 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Construction Manager certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 22 – HUMAN TRAFFICKING AFFIDAVIT

Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Construction Manager has executed the Nongovernmental Entity Human Trafficking Affidavit.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Contract to be executed as of the day and year first above written.

ATTEST:

MICHAEL A. CARUSO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

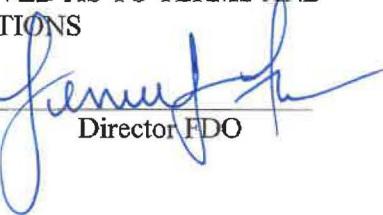
APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Director FDO




Witness Signature



Print Witness Name

Construction Manager: State Contracting
& Engineering Corporation

By: _____

Signature

Name: Paul Carty

(SEAL)

Title: President

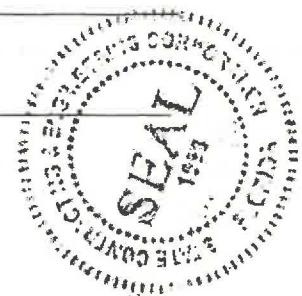


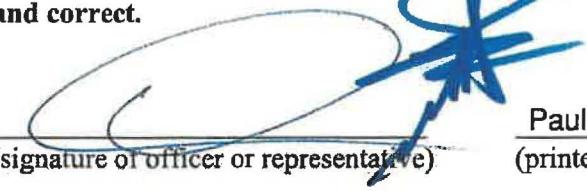
EXHIBIT A
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of State Contracting & Engineering Corporation (Construction Manager) and attest that Construction Manager does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


(signature of officer or representative)

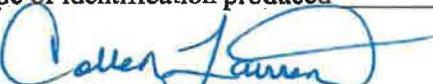
Paul Carty, President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 14th day of November, by Paul Carty.

Personally known OR produced identification .

Type of identification produced _____.


NOTARY PUBLIC

My Commission Expires: March 13, 2029
State of Florida at large



(Notary Seal)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
STATE CONTRACTING & ENGINEERING CORPORATION

Filing Information

Document Number P93000029058
FEI/EIN Number 65-0405645
Date Filed 04/20/1993
State FL
Status ACTIVE

Principal Address

5391 N. NOB HILL ROAD
SUNRISE, FL 33351

Changed: 07/17/2017

Mailing Address
5391 N. NOB HILL ROAD
SUNRISE, FL 33351

Changed: 07/17/2017

Registered Agent Name & Address
Transleau, Barry
5391 N. NOB HILL ROAD
SUNRISE, FL 33351

Name Changed: 06/08/2023

Address Changed: 07/24/2017

Officer/Director Detail

Name & Address

Title CEO

Smith, Timothy Michael
5391 N. Nob Hill Road
Sunrise, FL 33351

Title CFO

Transleau, Barry
5391 N Nob Hill Road
Sunrise, FL 33351

Title P

Carty, Paul Andrew
5391 N. Nob Hill Road
Sunrise, FL 33351

Annual Reports

Report Year	Filed Date
2023	01/11/2023
2024	02/21/2024
2025	01/29/2025

Document Images

01/29/2025 -- ANNUAL REPORT	View image in PDF format
02/21/2024 -- ANNUAL REPORT	View image in PDF format
06/08/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
06/07/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2023 -- ANNUAL REPORT	View image in PDF format
02/18/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
01/10/2020 -- ANNUAL REPORT	View image in PDF format
01/18/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
07/24/2017 -- Reg. Agent Change	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
03/21/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2015 -- ANNUAL REPORT	View image in PDF format
03/10/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
04/25/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
04/13/2010 -- ANNUAL REPORT	View image in PDF format
04/13/2009 -- ANNUAL REPORT	View image in PDF format
02/05/2008 -- ANNUAL REPORT	View image in PDF format
03/06/2007 -- ANNUAL REPORT	View image in PDF format
04/13/2006 -- ANNUAL REPORT	View image in PDF format
04/13/2005 -- ANNUAL REPORT	View image in PDF format
04/23/2004 -- ANNUAL REPORT	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
04/24/2002 -- ANNUAL REPORT	View image in PDF format
03/01/2001 -- ANNUAL REPORT	View image in PDF format
04/17/2000 -- ANNUAL REPORT	View image in PDF format

[03/02/1999 -- ANNUAL REPORT](#)

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[02/10/1998 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[02/19/1997 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[04/17/1996 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[05/01/1995 -- ANNUAL REPORT](#)

[View image in PDF format](#)

ATTACHMENT #4



STATCON-02

JRRODRIGUEZ2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Transportation Insurance Company		NAIC # 20494
INSURER B: National Fire Insurance Co of Hartford		20478
INSURER C: The Continental Insurance Company		35289
INSURER D: Allied World Assurance Company (U.S.) Inc.		19489
INSURER E:		
INSURER F:		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
						WVD	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	2092885153	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$	
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2092885122	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$	
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2092930480	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	2094687783	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Professional/Poll		0311-3576	4/1/2025	4/1/2026	Per Claim/Incident \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: R2023-0140-Palm Beach County, a political subdivision of the State of Florida, its officers, employees and agents are listed as additional insured for the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County - Facilities Development & Operations
Attn: Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

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

Jimmy Irwin

ATTACHMENT #5

**AMENDMENT # 3
WAYPOINT CONTRACTING INC
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
FOR FEDERALLY FUNDED PROJECTS
PROJECT NO.: 2021-047983**

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and Waypoint Contracting Inc, authorized to do business in the State of Florida, hereinafter referred to as "Construction Manager".

WHEREAS, on February 7, 2023, the parties hereto entered into the Continuing Contract (R2023-0141) (hereinafter the "Contract") under which the Construction Manager provides awarded work to the County for various projects as authorized from time to time under the Contract; and

WHEREAS, the Owner and the Construction Manager desire to amend certain contract conditions of the Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

- 1. Contract Extension/Renewal.** The parties hereby renew and extend the term of the original Contract beginning on February 7, 2026, and continuing through February 6, 2028, pursuant to the exercise of the two year renewal option.
- 2. Construction Manager Representation.** The Construction Manager certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.
- 3. Human Trafficking Affidavit.** Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Construction Manager has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.
- 4. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Contract including the Federal Requirements shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.
- 5. Contract Modifications and Additions.** The Continuing Contract is modified as follows:

Article 6, section 6.3 of the Contract is deleted in its entirety and replaced with the following:

6.3 Construction Contingency.

(a) Construction Manager's Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Manager's Contingency which is included for the purpose of defraying expenses that were unforeseen at the time of establishment of the GMP as described in this 6.3(a). The Construction Manager will be required to furnish documentation evidencing expenditures to be charged to this Contingency prior to the release of funds by the Owner. Documentation for use of the Construction Manager's Contingency shall be determined by the Owner. The Construction Manager's Contingency is only available for the following costs:

(1) Trade Contractor Buyout. Pursuant to the award of trade contracts under Section 2.2.3, if trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the Construction Manager's Contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the Construction Manager's Contingency, however such events shall not be cause to increase the GMP.

(2) Scope Gap. Documented scope gaps between trade contractors will be taken from the Construction Manager's Contingency, unless work is shown on drawings.

(3) Trade Contractor Default. Costs incurred due to contract default by trade contractors will be taken from the Construction Manager's Contingency.

(4) Reconciliation of Allowances. Allowances will be reconciled through the use of the Construction Manager's Contingency.

(5) Unforeseen Field Conditions. Costs incurred by the Construction Manager due to unforeseen field conditions will be taken from the Construction Manager's Contingency.

The costs listed above as recoverable from the Construction Manager's Contingency are recoverable only from the Construction Manager's Contingency and only to the extent there are funds available in the Construction Manager's Contingency; such costs can never be the basis for an increase to the GMP.

The Construction Manager's Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

(b) Owner's Contingency. The Construction Manager shall include a line item for the Owner's Contingency in the GMP. This line item will initially be \$0 but as work progresses on the Project and overages in various line items in the GMP are identified, then Construction Manager shall move any identified line item overages to the Owner's Contingency line item. Owner may use the amounts in the Owner's Contingency to fund Owner initiated change orders under General Condition 65. Additionally, if Owner and Construction Manager mutually agree that there are surplus funds in the Construction Manager's Contingency described in Section 6.3(a) above, then Construction Manager shall move such surplus funds to the Owner's Contingency line item for use by Owner to fund Owner initiated change orders.

Article 15 of the Contract is deleted in its entirety and replaced with the following:

ARTICLE 15 – NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748 as may be amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The following Articles are added to the Contract:

ARTICLE 19 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Construction Manager agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 - INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Construction Manager and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

ARTICLE 21 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Construction Manager certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 22 – HUMAN TRAFFICKING AFFIDAVIT

Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Construction Manager has executed the Nongovernmental Entity Human Trafficking Affidavit.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Contract to be executed as of the day and year first above written.

ATTEST:

MICHAEL A. CARUSO
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

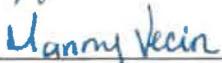
APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Director FDO


**Construction Manager: Waypoint
Contracting Inc**



Witness Signature



Print Witness Name

By:


Signature

Name:

Jorge Lopez

(SEAL)

Title: President

EXHIBIT A
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Waypoint Contracting, Inc. (Construction Manager) and attest that Construction Manager does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


(signature of officer or representative)

Jorge Lopez, President
(printed name and title of officer or representative)



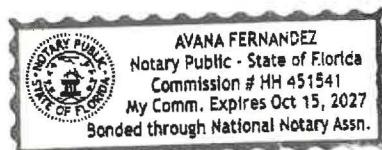
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 11 day of November 2025, by Jorge Lopez.

Personally known OR produced identification .

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

WAYPOINT CONTRACTING INC

Filing Information

Document Number P16000094860

FEI/EIN Number 81-4602789

Date Filed 11/29/2016

Effective Date 11/29/2016

State FL

Status ACTIVE

Principal Address

7925 NW 12 STREET, 321

MIAMI, FL 33126

Changed: 01/10/2024

Mailing Address

P.O BOX 558482

MIAMI, FL 33255

Changed: 12/07/2020

Registered Agent Name & Address

Waypoint Contracting, Inc.

7925 NW 12 STREET, 321

MIAMI, FL 33126

Name Changed: 07/26/2022

Address Changed: 07/03/2024

Officer/Director Detail

Name & Address

Title President

LOPEZ, JORGE L
PO BOX 558482
Miami, FL 33255

Title VP

Vecin, Manuel A
P.O BOX 558482
MIAMI, FL 33255

Annual Reports

Report Year	Filed Date
2024	02/06/2024
2024	07/03/2024
2025	02/11/2025

Document Images

02/11/2025 -- ANNUAL REPORT	View image in PDF format
07/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/06/2024 -- ANNUAL REPORT	View image in PDF format
08/31/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2023 -- ANNUAL REPORT	View image in PDF format
07/26/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
07/25/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
07/01/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
03/22/2021 -- ANNUAL REPORT	View image in PDF format
03/13/2020 -- ANNUAL REPORT	View image in PDF format
03/21/2019 -- ANNUAL REPORT	View image in PDF format
03/23/2018 -- ANNUAL REPORT	View image in PDF format
03/23/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
03/13/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
02/14/2017 -- ANNUAL REPORT	View image in PDF format
11/29/2016 -- Domestic Profit	View image in PDF format

ATTACHMENT #6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

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

PRODUCER		CONTACT NAME: PHONE (A/C. No. Ext.) (305) 446-2271 E-MAIL ADDRESS: MIA-Certificates@Risk-Strategies.com	FAX (A/C. No.):
RSC Insurance Brokerage, Inc. 9350 S Dixie Hwy Suite 1400 Miami FL 33156		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Monroe Guaranty Ins Co	32506
		INSURER B: Progressive Express Insurance Company	10193
		INSURER C: Continental Insurance Co	35289
		INSURER D: FCCI Insurance Co	10178
		INSURER E: Lloyd's of London	15792
		INSURER F:	

COVERS	CERTIFICATE NUMBER: CL2562772108	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

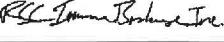
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:		X	GL100046991-07	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			983221188	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUE 7092646741	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0100070963-05	6/30/2025	6/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- E.R. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractor's Professional Contractor's Pollution			ANE5413312.25 ANE5413312.25	6/30/2025 6/30/2025	6/30/2026 6/30/2026	Each Claim/Aggregate \$ 2,000,000 Limit Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 License No. CGC1519415

Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County C/O Contractors Certification 2300 N. Jog Rd, 2nd Floor Suite 2W-61 West Palm Beach, FL 33411	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 R Ins. Brokerage/PREL 

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ATTACHMENT #7

CONSTRUCTION MANAGER AT RISK CONTINUING HISTORY SHEET

Construction Manager: Lebolo Construction Management, Inc.

TOTAL: \$ 2,733,145.00

Contract Award Date: 2/7/2023 (BCC)

DBE PARTICIPATION:

Resolution Number: R2023-0139

Contract Type: **FEDERAL- Con**

Expiration Date:

2/6/2026

Renewal Options: One (1) optional two (2) yr. renewal

CONSTRUCTION MANAGER AT RISK CONTINUING HISTORY SHEET

Construction Manager: State Contracting & Engineering Corporation TOTAL \$ 6,000.00
Contract Award Date: 2/7/2023 (BCC) DBE PARTICIPATION:
Resolution Number: R2023-0140
Contract Type: FEDERAL - Continuing
Expiration Date: 2/6/2026
Renewal Options: One (1) optional two (2) yr renewal

CONSTRUCTION MANAGER AT RISK CONTINUING HISTORY SHEET

Construction Manager:	Waypoint Contracting Inc	TOTAL: \$ 1,609,410.09
Contract Award Date:	02/07/2023 (BCC)	DBE PARTICIPATION:
Resolution Number:	R2023-0141	
Contract Type:	FEDERAL - Continuing	
Expiration Date:	2/6/2026	
Renewal Options:	One (1) optional two (2) yr renewal	