

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

Meeting Date: **October 20, 2020**  Consent  Regular  
 Ordinance  Public Hearing

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

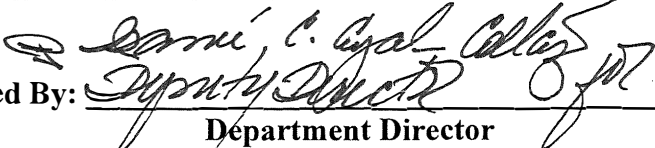
**Motion and Title: Staff recommends motion to approve:** Amendment No. 5 to the continuing contract with Lebolo Construction Management, Inc. (R2018-1161) in the amount of \$295,178 for Phase 2 of the John Prince Park (JPP) Therapeutic Recreation Center project establishing a Guaranteed Maximum Price (GMP) for construction management (CM) services for a period of 90 calendar days or until project is complete.

**Summary:** On August 14, 2018, the Board of County Commissioners (BCC) approved the continuing CM contract with Lebolo Construction Management, Inc., for construction management services for federally funded capital projects under \$2,000,000 (effective July 1, 2020, this limit increased to \$4,000,000 due to changes in the Florida Statutes). Amendment No. 5 consists of, but is not limited to: the relocation of pool deck utilities and chain link fencing, an extension of the pool deck, a concrete footing for a lift chair, pool deck coating and pool resurfacing, installation of a water cannon, as well as, a pool platform and pool lift chair. The work was competitively solicited by Lebolo Construction Management, Inc. utilizing the Federal Requirements provided by the Department of Housing and Economic Sustainability (DHES). Under the federal requirements, this project has a 22.4% minority and 6.9% female participation goal established. After good faith efforts, Lebolo Construction Management, Inc. is not able to provide minority and female participation for this amendment. Under the Federal requirements the goals are not mandatory, provided the contractor executed good faith efforts. Lebolo Construction Management, Inc. is a Palm Beach County business with its main office located in Boynton Beach. **The funding sources for Amendment No. 5 is the Housing and Urban Development (HUD) Community Development Block Grant, Parks Improvement fund and the Infrastructure Sales Tax fund. (Capital Improvements Division) District 3 (LDC)**

**Background & Justification:** CM at Risk is a project delivery method where 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. Phase 1 included renovation to the main entrance and swimming pool area at the JPP Therapeutic Recreational Center. Phase 1 is 100% complete. Amendment No. 5 is for Phase 2.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. GMP Amendment No. 5
4. Lebolo Construction Management, Inc.- Contract History

Recommended By:  9/21/20  
Department Director Date

Approved By:  10/7/2020  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$309,578	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$309,578</b>	_____	_____	_____	_____

**# 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 \_\_\_\_\_

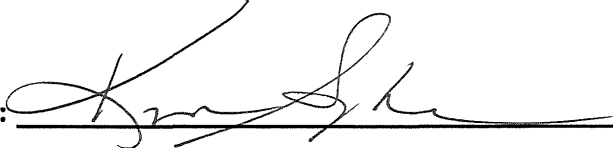
**Budget Account No:**

Fund 3600	Dept 581	Unit P802	Object 6504		Amount \$43,051.00
Fund 3950	Dept 581	Unit T027	Object 6504		Amount \$63,999.00
Fund 3600	Dept 582	Unit P839	Object 6504	TR02-GY18	Amount \$188,128.00
Fund 3600	Dept 582	Unit P839	Object 6505	TR02-GY18	Amount \$14,400

Construction .....\$295,178.00  
 Staff Cost .....\$14,400  
 Total .....\$309,578.00


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

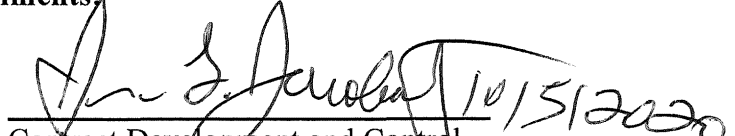
A total of \$202,528 of the project cost is funded from CDBG grant funds, \$43,051.00 is funded from the Parks Improvement fund and the remaining \$63,999.00 of the project value is from the Local Government One-Cent Infrastructure Surtax fund.

C. Departmental Fiscal Review: 


**III. REVIEW COMMENTS**

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

 9/29/2020  
 OFMB      BR 9/25 LM/25

 10/5/2020  
 Contract Development and Control  
 10-5-20 TW

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

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

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

# LOCATION MAP

Project No: 15373

Project Name: John Prince Park Therapeutic Recreational Center Phase 2 Pool Area Renovation

Location: 2728 Lake Worth Road, Lake Worth



# ATTACHMENT 2

## BUDGET AVAILABILITY STATEMENT

7-27-20

REQUEST DATE: 07/08/20

REQUESTED BY: Ben Carroll

PHONE: 233- 2059

PROJECT TITLE: JPP Therapeutic Recreational Center Phase 2 Pool Area Renovation  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A – Annual

REQUESTED AMOUNT: \$309,578.00  
EFDO #2015-025835

BCC RESOLUTION#: R2018-1161

DATE: 08/14/18

CSA or CHANGE ORDER NUMBER:

LOCATION: 2728 Lake Worth Road, Lake Worth

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 15373

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

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

GMP for construction services

CONSTRUCTION	\$295,178.00	
PROFESSIONAL SERVICES	\$	
STAFF COSTS*	\$ 14,400.00	3600-582-P839-6505-TR02-GY18 - \$14,400.00
EQUIP. / SUPPLIES	\$	
CONTINGENCY	\$	
TOTAL	<del>\$309,678.00</del>	309,578

\* 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: 581	UNIT: P802	OBJ: 6504 - <del>\$43,151.00</del> 43,051.00 PR
FUND: 3950	DEPT: 581	UNIT: T027	OBJ: 6504 - \$63,999.00
FUND: 3600	DEPT: 582	UNIT: P839	OBJ: 6504-TR02-GY18 -\$188,128.00 9/22/20

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

Ad Valorem (Amount \$ 43,151.00 ) Infrastructure Sales Tax (Amount \$ 63,999.00 )  
 State (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_ ) Federal (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_ )  
 Grant (source/type: COB6 Amount \$ 309,578.00 ) Impact Fees: (Amount \$ \_\_\_\_\_ )  
 Other (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_ )

Department: Parks + Recreation

BAS APPROVED BY: Carroll

DATE 7/27/20

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

**AMENDMENT #5**  
**LEBOLO CONSTRUCTION MANAGEMENT, INC.**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**ON A CONTINUING CONTRACT BASIS**  
**FOR FEDERALLY FUNDED PROJECTS**  
**JOHN PRINCE PARK THERAPEUTIC RECREATION CENTER PHASE 2**  
**POOL AREA RENOVATION**  
**PROJECT NO. 15373**

**This Amendment** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Lebolo Construction Management, Inc., 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 August 14, 2018 (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 #18 as may be supplemented and amended by this Amendment.

**WHEREAS**, under Task Order #18, Owner assigned Project No. 15373 (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 based 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 identifies, 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 the Continuing Contract.

**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 **\$295,178.00** for the construction phase of the Project. The GMP is based on the following: Exhibit A.

**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 90 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$80.00/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

**6. EEO Goal.** An EEO Minority Participation Goal of 22.4% has been established for this project. An EEO Female Participation Goal of 6.9% has been established for this project. Construction Manager anticipates an EEO utilization of 0% in this construction phase.

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

- Exhibit A - GMP Summary
- Payment Bond
- Performance Bond
- Form of Guarantee
- Insurance Certificate(s)

**8.** 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.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY


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

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER


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

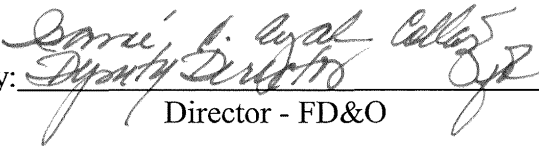
By: \_\_\_\_\_  
Deputy Clerk

  
By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

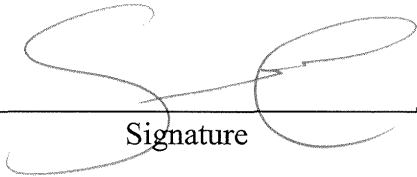
APPROVED AS TO TERMS  
AND CONDITIONS


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

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

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

CONSTRUCTION MANAGER:  
**LEBOLO CONSTRUCTION  
MANAGEMENT, INC.**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

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

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

President  
\_\_\_\_\_  
Title

(Corporate Seal)

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





# Project Cost

## Exhibit "A"

PROJECT NAME:	PHASE 2 - POOL AREA RENOVATION
LEBOLO PROJECT No:	2018-0040
PBC PROJECT No:	15373
VERSION:	3.0
PROPOSAL DATE:	Tuesday, June 30, 2020

**SCOPE OF WORK**

Pool deck utilities relocation, chain link fence relocation, pool deck extention, concrete footing for lift chair, pool deck coating, pool resurfacing, watercannon, pool platform and pool lift chair.

PALM BEACH COUNTY		PHASE 2 - POOL AREA RENOVATION	
Section	Description of Work	Total	Comments
1	Cost adjustment between estimate of Preconstruction Services cost and final Preconstruction Services cost	\$12,180	Preconstruction Phase
2	CONSTRUCTION	\$282,998	Construction Phase
<b>TOTAL</b>		<b>\$295,178</b>	



SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

August 20, 2020

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

RE: Lebolo Construction Management, Inc.  
Project: John Prince Park Therapeutic Recreation Center Phase 2  
Pool Area Renovation  
Bond No. 6021293778

To Whom it May Concern:

Please allow this letter to serve as formal authorization for Palm Beach County Board of County Commissioners to date the captioned bond and power of attorney to coincide with the Contract Date.

Thank you and should you have any questions or need any additional information, please feel free to contact our office anytime.

Sincerely,

Ian A. Nipper  
Attorney In Fact

8000 Governors Square Boulevard  
Suite 101  
Miami Lakes, FL 33016  
P: 305.722.2663  
F: 305.558.9650  
www.nielsonbonds.com

**PUBLIC CONSTRUCTION BOND (PERFORMANCE)**

BOND NUMBER 6021293778

BOND AMOUNT 6021293778

CONTRACT AMOUNT \$295,178.00

CONTRACTOR'S NAME: Lebolo Construction Management, Inc.

CONTRACTOR'S ADDRESS: 2100 Corporate Drive, Boynton Beach, FL 33426

CONTRACTOR'S PHONE: 561-742-7644

SURETY COMPANY: United States Fire Insurance Company

SURETY'S ADDRESS: 305 Madison Avenue

Morristown, NJ 07960

SURETY'S PHONE: 973-490-6600

OWNER'S NAME: **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
CAPITAL IMPROVEMENTS DIVISION**

OWNER'S ADDRESS: **2633 Vista Parkway  
West Palm Beach, FL 33411-5604**

OWNER'S PHONE: **(561) 233-0261**

PROJECT NAME: John Prince Park Therapeutic Recreation Center Phase 2 Pool Area Renovation

PROJECT NUMBER: 15373

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

DESCRIPTION OF WORK: Pool Area Renovation

PROJECT LOCATION: 2700 6<sup>th</sup> Avenue South, Lake Worth, FL 33461

LEGAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACT PERFORMANCE BOND**

**BY THIS BOND**, we, Lebolo Construction Management, Inc., as Principal and United States Fire Insurance Company, a Corporation, as Surety, whose address is 305 Madison Avenue, Morristown, NJ 07960, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of \$295,178.00, 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 John Prince Park Therapeutic Recreation Center Phase 2 – Pool Area Renovation 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.

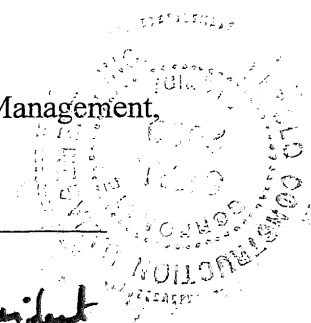
Dated on August 24, 2020

PRINCIPAL: Lalio Construction Management, Inc.

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

Randall Seale - President

(Print Name and Title)



Andria Powell  
Attest as to the signature of Principal

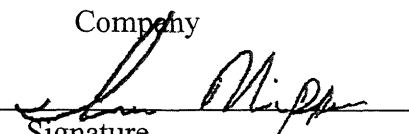
Controller  
Title

(SEAL)

Address: 2100 Corporate Drive

Boynton Beach, FL 33426

SURETY: United States Fire Insurance  
Company

By:   
Signature

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

Attest as the signature of Surety

  
Title Witness

(SEAL)

Address: 305 Madison Avenue

Morristown, NJ 07960

**BOND MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

**NOTE:** Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

**IMPORTANT:** Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

**FIRST PAGE MUST BE COMPLETED.**

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

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,  
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

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

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



*A. R. Slimowicz*

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the      day of      20

UNITED STATES FIRE INSURANCE COMPANY



*Al Wright*

Al Wright, Senior Vice President

**PUBLIC CONSTRUCTION BOND (PAYMENT)**

BOND NUMBER 6021293778

BOND AMOUNT 6021293778

CONTRACT AMOUNT \$295,178.00

CONTRACTOR'S NAME: Lebolo Construction Management, Inc.

CONTRACTOR'S ADDRESS: 2100 Corporate Drive, Boynton Beach, FL 33426

CONTRACTOR'S PHONE: 561-742-7644

SURETY COMPANY: United States Fire Insurance Company

SURETY'S ADDRESS: 305 Madison Avenue, Morristown, NJ 07960

SURETY'S PHONE: 973-490-6600

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway  
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: John Prince Park Therapeutic Recreation Center Phase 2 Pool Area Renovation

PROJECT NUMBER: 15373

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

DESCRIPTION OF WORK: Pool Area Renovation

PROJECT LOCATION: 2700 6<sup>th</sup> Avenue South, Lake Worth, FL 33461

LEGAL DESCRIPTION: \_\_\_\_\_



**CONTRACT PAYMENT BOND**

**BY THIS BOND, WE,** Lebolo Construction Management, Inc. as Principal and United States Fire Insurance Company a Corporation, as Surety, whose address is 305 Madison Avenue, Morristown, NJ 07960, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$295,178.00 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 John Prince Park Therapeutic Recreation Center Phase 2 Pool Area Renovation, 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 August 24, 2020

PRINCIPAL: Lebolo Construction Management,  
Inc.

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

Rudall Leblo President  
(Print Name and Title)

(SEAL)

Andra Powell  
Attest as to the signature of Principal

Controller  
Title

Address: 2100 Corporate Drive  
Boynton Beach, FL 33426

SURETY: United States Fire Insurance Company

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

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

(SEAL)

Address: 305 Madison Avenue  
Morristown, NJ 07960

Attest as the signature of Surety  
[Signature]  
Title Witness

**BOND MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

**NOTE:** Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

**IMPORTANT:** Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

**FIRST PAGE MUST BE COMPLETED**

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

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,  
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

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

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



*Anthony R. Slimowicz*

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the      day of      20

UNITED STATES FIRE INSURANCE COMPANY



*Al Wright*

Al Wright, Senior Vice President

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: Lebolo Construction Management, Inc. and Surety Name: United States Fire Insurance Company

We the undersigned hereby guarantee that the (John Prince Park Therapeutic Recreation Center Phase 2 Pool Area Renovation, Project No. 15373 Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

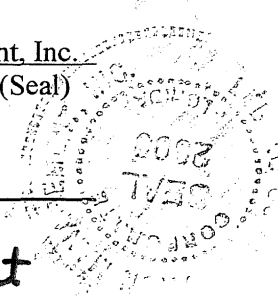
DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

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

By: \_\_\_\_\_  
(Contractor Signature)

*Randall Lebolo*  
\_\_\_\_\_  
(Print Name and Title)



United States Fire 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**

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

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,  
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

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

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



*Anthony R. Slimowicz*

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the      day of      20

UNITED STATES FIRE INSURANCE COMPANY



*Al Wright*

Al Wright, Senior Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2020

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>INSURED</b> Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426		<b>LEBCO1</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Amerisure Insurance Co.		19488
INSURER B : Amerisure Mutual Insurance Co.		23396
INSURER C : Evanston Insurance Company		35378
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 1270967787

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 VVD	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	GL21152930001	9/11/2020	9/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA21152920002	9/11/2020	9/11/2021	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 DED RETENTION \$	Y	Y	CU21152940002	9/11/2020	9/11/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC21152950001	9/11/2020	9/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased or Rented Equipment			4IM1028256	8/13/2020	9/11/2021	Limit: \$100,000 Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability: Additional Insured, Primary & Non-Contributory, Including On-Going & Completed Operations as required by written contract, per CG7048 1015. Waiver of Subrogation, as required by written contract, per CG7289 0417.

Auto Liability: Additional Insured / Waiver of Subrogation as required by written contract, per CA7171 0508. Covered Autos are Primary; Non-owned Autos are excess over any other collectible insurance, per CA0001 1013.

Workers Compensation: Waiver of Subrogation, as required by written contract, per WC000313.  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County, Board of County Commissioners c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411-5603	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.

General Information: The policies herein contain no exclusions for residential construction.  
 Independent Contractors Liability is included in the General Liability per form CG0001 0413.  
 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

Randall Lebolo CGC062151 is covered under this workers comp insurance policy.

Project Number: 18208  
 Additional Insured: Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees



**CM AT RISK HISTORY**

Construction Manager:	Lebolo Construction Manager	Total:	\$155,334	#REF!	#REF!
Contract Award Date:	14-Aug-18	SBE Goal:	15%		
Resolution Number:	R2018-1161	Monitored By:	CID		
Annual Type:	Construction Manager @ Risk (FEDERAL)				
Expiration Date:	13-Aug-20				
Renewal Options:	1 - 2 yr renewal				

Task	Work Order	Amend Number	Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	Appr'd By	Bid Participation	
											DBE %	HUD %
							Annual Contract	Annual Contract R2018-1161	14-Aug-18	BCC		
<u>13</u>			\$4,560	William Munker	31-May-19	17395	Wellington Mall Bus Stop Lengthening	Preconstruction services	1-Jul-19	AW	0.00%	0.00%
		<u>2</u>	\$380,069	Fernando Del Dago	4-Jun-19	18607	Bridgeman Park	GMP for construction services	23-Jul-19	BCC	0.00%	0.00%
		<u>3</u>	\$248,374	Fernando Del Dago	5-Jun-19	17573	Philip Lewis Center Renovation	GMP for construction services	2-Jul-19	BCC	0.00%	0.00%
<u>14</u>			\$7,200	Rosalyn Acosta	14-Jun-19	16485	Palm Tran replace existing parking lot metal hylide lamps with LED lighting	Preconstruction services	11-Aug-19	AW	0.00%	0.00%
<u>15</u>			\$9,000	Jason Griffith	19-Jun-19	19504	San Castle Park	Preconstruction services	31-Jul-19	AW		
<u>16</u>			\$7,200	Jason Griffith	19-Jun-19	19527	Limestone Creek Park	Preconstruction services	31-Jul-19	AW		
<u>17</u>			\$3,865	Luis Herrera	23-Oct-19	18377	PBC Jails - Fence & Paint Repairs	Preconstruction services	2-Dec-19	AW		
	12		\$133,494	Rosalyn Acosta	20-Jan-20	16485	Palm Tran replace existing parking lot metal hylid lights with LED Lightng	GMP	11-Mar-20	BCC	28.00%	0.00%
	13		\$51,221	William Munker	15-Aug-19	19304	Palm Tran West - Paint & Waterproofing	GMP for construction services	7-Apr-20	AW		
<u>18</u>			\$4,800	Fernando Del Dago	18-Feb-20	15373	JPP Phase 2 Pool Area Renovation	Preconstruction services	3-May-20	AW		
<u>19</u>			\$1,050	Andrew Gamble	7-Feb-20	2020-520120	EOC Ops LED Lighting	Preconstruction services	3-May-20	AW		
		<u>4</u>	\$650,000	Luis Herrera	30-Jan-20	19205	Pahokee Gym Renovation	GMP	10-Mar-20	AW	10.00%	10.00%
	14		\$197,330	Bill Munker	8-Apr-20	15373	Philip Lewis Center Elevator Renovation	GMP	29-Apr-20	BCC	0.00%	0.00%
	15		\$174,227	Rocky Roque	15-Apr-20	19527	Limestone Creek Park	GMP	29-Apr-20	CRC	0.00%	0.00%
	16		\$179,800	Rocky Roque	15-Apr-20	19504	San Castle Park	GMP	29-Apr-20	CRC		
<u>20</u>			\$17,501	Rocky Roque	9-Jul-20	2020-027215	John Stretch Memorial Park	Preconstruction services	25-Aug-20	AW		
<u>21</u>			\$18,000	David Lavinsky	15-Jul-20		Lantana/Lake Worth Health Center Renovations	Preconstruction services				
		<u>5</u>	\$295,178	Ben Carroll	10-Aug-20	16373	JPP Phase 2 Pool Area Renovation	GMPv				
				INSERT ABOVE THIS ROW								
			<b>Total:</b> \$3,525,761								12.43%	2.07%