

This is the front page of the Public Construction bond issued in compliance with Florida Statute 255.05

**PUBLIC CONSTRUCTION BOND**

(Public Work)

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

Bond No.: SUR2007283

**INSTR # 120243112**

Recorded 05/29/25 at 02:33 PM

Broward County Commission

10 Page(s)

#1

**CONTRACTOR:**

Name: Lebolo Construction Management, Inc.

Address: 2100 Corporate Drive, Boynton Beach, FL, 33426

Phone: (561)742-7644

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**SURETY(S):**

Name: Frankenmuth Insurance Company

Address: One Mutual Avenue, Frankenmuth, Michigan 48787

Phone: 989-652-6121

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**OWNER:**

Name: The City of Hollywood

Address: PO Box 229045, Hollywood, FL, 33022-9045

Phone: (954)921-3900

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Bond Amount: \$1,244,155.00

Description of Work: Fire Station 74 CEP UPGRADES

Project Location: 2741 Stirling Rd, Fort Lauderdale, FL 33312

**FRONT PAGE**

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

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DEPARTMENT OF DESIGN & CONSTRUCTION  
MANAGEMENT

PO Box 229045  
Hollywood, FL 33022-9045  
Phone (954) 921-3900 Fax (954) 921-3416

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Lebolo Construction Management, Inc., as Principal,  
and Frankenmuth Insurance Company, as Surety, are held  
and firmly bound unto the City of Hollywood in the sum of One million two hundred forty four one  
hundred fifty five and 00/100 Dollars (\$ 1,244,155.00), for the payment of  
said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and  
severally, for the faithful performance of a certain written contract, dated the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_, entered into between the Principal and the City of Hollywood, Florida, for:  
Fire Station 74 CEP UPGRADES

Contract Number DCM-24-00586 located at 2741 Stirling Rd, Fort Lauderdale, FL 33312.  
(Address location of the job)

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully  
copied herein.

\* Note: The principal business address, phone number of the Contractor and Surety are listed on the signature  
pages of this form.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Contract, Performance Bond, Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood its officials and employees against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood its officials and employees any difference between the sum that the City of Hollywood its officials and employees may be obliged to pay for the completion of said work, by Contract or otherwise, and any damages, whether direct, indirect, or consequential, which the City of Hollywood its officials and employees may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood its officials and employees against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

AND, any action under this bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in section 255.05, Florida Statutes.

The Surety hereby waives notice and agrees that 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 the Surety's obligation under this bond.

WHEN THE PRINCIPAL IS A CORPORATION:  
attest:

Alexis Manuel  
Secretary

Performance Bond SUR2007283

Lebolo Construction Management, Inc.

Name of Corporation

BY:

(Affix Corporate Seal)

Randy Lebolo

Printed Name

President

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Alexis Manuel, certify that I am the Secretary of the corporation named as Principal in the within bond; that Randy Lebolo who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

Alexis Manuel  
Secretary (SEAL)

Alexis Manuel  
Printed Name of Secretary

TO BE EXECUTED BY CORPORATE SURETY:  
attest:

Credya Nicole  
Witness

Frankenmuth Insurance Company

Corporate Surety

One Mutual Avenue, Frankenmuth, Michigan 48787

Business Address

989-652-6121

Business Phone Number

BY:

(Affix Corporate Seal)

Ian A. Nipper

Attorney-In-Fact, Florida Resident Agent

Acrisure

Name of Local Agency

4380 St Johns Pkwy, #110, Sanford, FL 32771

Business Address

407-330-3990

Phone Number



DEPARTMENT OF DESIGN & CONSTRUCTION  
MANAGEMENT

PO Box 229045  
Hollywood, FL 33022-9045  
Phone (954) 921-3900 Fax (954) 921-3416

STATE OF FLORIDA  
COUNTY OF BROWARD  
CITY OF HOLLYWOOD

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Ian A. Nipper to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Frankenmuth Insurance Company and that he has been authorized by Frankenmuth Insurance Company to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn before me this 15th day of May, 2025

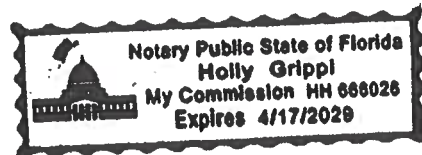
Holly Grippi  
Notary Public, State of Florida

Holly Grippi

Printed Name of Notary

Commission Number: HH666026

My Commission Expires: 04/17/2029



APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

APPROVED AS TO FINANCE DIRECTOR

BY: \_\_\_\_\_  
DIRECTOR OF FINANCE



DEPARTMENT OF DESIGN & CONSTRUCTION  
MANAGEMENT

PO Box 229045  
Hollywood, FL 33022-9045  
Phone (954) 921-3900 Fax (954) 921-3416

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we Lebolo Construction Management, Inc., as Principal,  
and Frankenmuth Insurance Company, as Surety, are held and firmly bound unto  
the City of Hollywood, its officials and employees, in the sum of One million two hundred forty four one  
hundred fifty five and 00/100 Dollars (\$ 1,244,155.00), for the payment of  
said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and  
severally, for the faithful performance of a certain written contract, dated the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_, entered into between the Principal and the City of Hollywood,  
Florida, for:

Fire Station 74 CEP UPGRADES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Copy of said Contract is incorporated herein by reference and is made a part hereof as if fully  
copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the  
Principal shall promptly make payments to all claimants, as herein below defined, then this  
obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the  
following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material  
and supplies, used directly or indirectly by the said Principal or any  
subcontractor in the prosecution of the work provided for in said Contract, and is  
further defined in Section 713.01 of the Florida Statutes.

- B. The above named Principal and Surety hereby jointly and severally agree with the City of Hollywood, its officials, and employees, that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal and Surety with a notice that he intends to look to this bond for protection.
  2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal and Surety written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
  3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  4. Other than in a state court of competent jurisdiction in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the City of Hollywood any sum which it may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

- F. The Surety represents and warrants to the City of Hollywood, its officials, and employees, that they have a Best's Key Rating Guide, General Policyholder's rating of "A" and Financial Size Category of Class "X".
- G. Any action under this bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05, Florida Statutes.
- H. The Surety hereby waives notice and agrees that 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 the Surety's obligation under this bond.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

This bond is executed pursuant to Section 255.05, Florida Statutes, and is subject to the notice and time limitation provisions thereof.

\_\_\_\_\_



WHEN THE PRINCIPAL IS A CORPORATION:

attest:

Secretary

Alexs Manuel

Lebolo Construction Management, Inc.

Name of Corporation

BY:

(Affix Corporate Seal)

Printed Name

Official Title

Candy Lebolo

President

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Alexs Manuel, certify that I am the Secretary of the corporation named as Principal in the within bond; that Randall Lebolo who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine and that said Bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

Secretary

(SEAL)

Printed Name of Secretary

Alexs Manuel

Alexs Manuel

TO BE EXECUTED BY CORPORATE SURETY:

attest:

Witness

Cathy Beril

Frankenmuth Insurance Company

Corporate Surety

One Mutual Avenue, Frankenmuth, Michigan 48787

Business Address

989-652-6121

Business Phone Number

BY:

(Affix Corporate Seal)

Ian A. Nipper

Attorney-In-Fact, Florida Resident Agent

Acrisure

Name of Local Agency

4380 Saint Johns Parkway, #110, Sanford, FL, 32771

Business Address

407-330-3990

The provisions and limitations of Section 255.65 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

FRANKENMUTH INSURANCE COMPANY

**POWER OF ATTORNEY**

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

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

ss:

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

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

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



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

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

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