

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$377,850</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$377,850</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ADDITIONAL FTE POSITIONS (Cumulative) 0 _____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 3600 Dept 581 Unit 554 Object 6520
 Reporting Category _____

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

Park improvement Fund - Dubois home project

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:
TOTAL project of \$377,850 includes (357,850 construction costs + \$20,000 staff costs)

atwillhite 10.8.08
 88 10/7/08
 OFMB (ND) 10/7/08
 CN 10/02/08
 SH 10/6/08

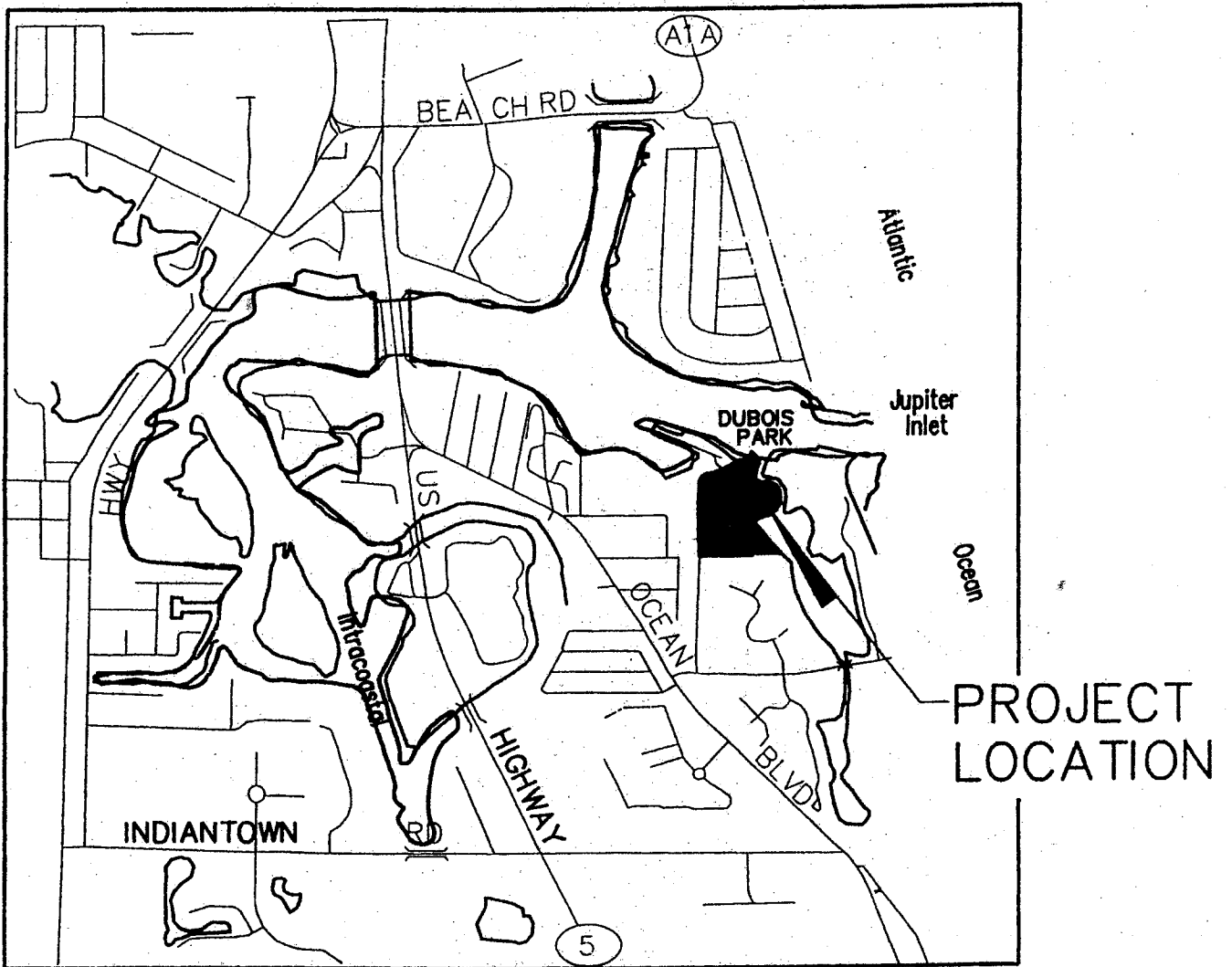
[Signature]
 Contract Administrator
 2.20.10/8/08

This amendment complies with our review requirements.

B. Legal Sufficiency
[Signature] 16/10/08
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director



 **LOCATION MAP**

N.T.S.

ATTACHMENT # 1

FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/11/08 REQUESTED BY: Karen Arndt

PHONE: 233-0208
FAX: 233-0270

PROJECT TITLE: Dubois Home Historic Renovations

PROJECT NO.: 06214

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT \$

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Hedrick Brothers Construction, Inc.

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

Contract Award

CONSTRUCTION	<u>\$357,850</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$20,000</u>
MISC. (permits, prints, advertising, etcetera)	
TOTAL	\$377,850

** By signing this BAS your department agrees to these staff costs 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.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3600 DEPT: 581 UNIT: P554 OBJ: 6520

FUNDING SOURCE (CHECK ALL THAT APPLY):
 AD VALOREM OTHER
 FEDERAL/DAVIS BACON

WAW
BAS APPROVED BY: *[Signature]* DATE: _____

ENCUMBRANCE NUMBER: _____

Revised 03/30/04

FUNDING SOURCE(S)	
<input type="checkbox"/> Bond	
<input type="checkbox"/> Impact Fees	
<input checked="" type="checkbox"/> Park Improvement Fund	
<input type="checkbox"/> Ad Valorem	
<input type="checkbox"/> Other	

BAS APPROVAL	
<input checked="" type="checkbox"/> FULLY FUNDED WITHIN CURRENT BUDGET <i>JW</i>	
<input type="checkbox"/> FULLY FUNDED PENDING BUDGET TRANSFER _____	

ATTACHMENT # 2

**AMENDMENT #1 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
PROJECT NAME
PROJECT NO. 06214**

WHEREAS, the Owner and Construction Manager, Hedrick Brothers Construction, Inc., acknowledge and agree that the Contract between Owner and Construction Manager is in full force and effect and that this Amendment merely supplements said Contract;

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including Construction Managers fees for construction and warranty services and other services as set forth herein and in the 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) **GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of \$357,850 for the construction cost of roof, siding and selected window replacement for the Dubois Home Historic Renovation project. Refer to Exhibit "A".

(2) **SCHEDULE OF TIME FOR COMPLETION**

Pursuant to Article 5.3, Construction Manager shall substantially complete this work within **ninety eight (98)** calendar days of receiving the Notice to Proceed. Should the Contractor (or in the event of a default, its Surety) fail to achieve certification of Substantial Completion by the Contractual end date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is **\$200** per day through the date of certification of Substantial Completion.

- (3) **ATTACHMENTS:** Exhibit A - GMP Proposal
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County,

ATTACHMENT #3

Florida has made and executed this Amendment on behalf of the COUNTY and CONSTRUCTION MANAGER has hereunto set its hand the day and year above written.

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: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Anthony Wolf
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE

Tanya Stiles
Signature

CONSTRUCTION MANAGER:

INSERT COMPANY NAME

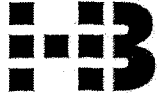
[Signature]
Signature

Tanya Stiles
Name (type or print)

Dale Hedrick
Name (type or print)

President
Title

(Corporate Seal)



HEDRICK BROTHERS
CONSTRUCTION

BRINGING VISIONS TO REALITY

2200 Centrepark west Drive
West Palm Beach, FL 33409
(561) 689-8880

ESTIMATE SUMMARY

Date: Aug. 8, 2006

Project: Dubois Pioneer Home
Location: Dubois Park, Jupiter, FL

Proj. #: 08-492-01

Division	Scope of Work Description	Amount	Comments / Notes
01	Construction Management	\$62,095.00	Includes Labor Burden
01.1	General Conditions	\$15,495.00	
02	Demolition & Sitework	\$13,177.00	
03	Concrete	\$0.00	N/A
04	Masonry	\$1,000.00	
05	Metals	\$0.00	N/A
06	Woods & Plastics	\$13,678.00	
07	Thermal & Moisture Protection	\$128,368.00	
08	Doors & Windows	\$40,320.00	
09	Finishes	\$1,792.00	
10	Specialties	\$14,625.00	
11	Equipment	\$0.00	N/A
12	Furnishings	\$0.00	N/A
13	Special Construction	\$0.00	N/A
14	Conveying Systems	\$0.00	N/A
15	Mechanical	\$0.00	N/A
16	Electrical	\$5,500.00	
	Sub-Total	\$296,050.00	
	Sales Tax	\$1,012.00	6.5% - Material Only
	Permits	\$6,209.00	
	Contingency	\$24,850.00	
	Payment & Performance Bond	\$5,303.00	
	Contractor's Fee	\$26,673.92	8.00%
	General Liability Insurance	\$3,961.08	1.10%
	Builder's Risk Insurance		By Owner
	GRAND TOTAL	\$364,059.00	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER Construction Insurance Brokers 2110 Herschel Street Jacksonville, FL 32204 904 388-1988	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Hedrick Brothers Construction Co., Inc. 2200 Centrepark West Drive Suite 100 West Palm Beach, FL 33409	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Amerisure Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Amerisure Insurance Co.													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Addl Insd <input checked="" type="checkbox"/> Blnk WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL2046458	06/30/08	06/30/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA2046457	06/30/08	06/30/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU2046456	06/30/08	06/30/09	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Auto Phy Dmg	CA2046457	06/30/08	06/30/09	500/500 Deductibles
A		Leased/Rented Equ	CPP2046455	6/30/08	06/30/09	100,000
A		Scheduled Equip	CPP2046455	6/30/08	06/30/09	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Project #06214 DuBois Home Historic Restoration
 Palm Beach County is named as an additional insured with respect to General Liability, Auto Liability and Excess Liability for work being performed by the named insured for the certificate holder.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Regina J. Zaccaro

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MH
HEDRI-1

DATE (MM/DD/YYYY)
09/18/08

PRODUCER Atlantic Pacific Insurance-PBG 11382 Prosperity Farms, #123 Palm Beach Gardens FL 33410 Phone: 800-538-0487 Fax: 561-626-3153	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Hedrick Brothers Construction 2200 Centre Park West Dr. #100 West Palm Beach FL 33409-6473	INSURER A: FCCI Insurance Co.	33472
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

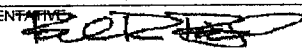
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				BODILY INJURY (Per accident)	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	001-WC07A-58695	11/17/07	11/17/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project Name: DuBois Home Historic Restoration, Project #06214
 10-day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER PBCAPIT Palm Beach County Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 0004295 Issued in 2 original counterparts (one for Palm Beach County + 1 for Public Filing Purposes)

BOND AMOUNT: \$357,850.00

CONTRACT AMOUNT: \$357,850.00

CONTRACTOR=S NAME: Hedrick Bros. Construction Company, Inc.

CONTRACTOR=S ADDRESS: 2200 Centrepark West Drive, Suite 100
West Palm Beach FL 33409

CONTRACTOR=S PHONE: 561-689-8880

SURETY COMPANY: Companion Property and Casualty Insurance Company

SURETY=S ADDRESS: 1301 Hightower Trail, Suite 210
Atlanta GA 30350
Ph: 800-424-0132

OWNER=S NAME: PALM BEACH COUNTY

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

OWNER=S PHONE: 561-233-0208

DESCRIPTION OF WORK: Exterior renovation to the Dubois Home including roof, siding and selected widow replacement

PROJECT LOCATION: Dubois Park
19075 DuBois Rd.
Jupiter, FL 33477

LEGAL DESCRIPTION: 00434031000005000

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as here in below defined, in the amount of \$ Three hundred fifty seven thousand eight hundred fifty dollars and no cents

Dollars (\$357,850.00-----)
(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with the County for

Project Name: Dubois Home Historic Renovations

Project No.: 06214

Project Description: Exterior renovation to the Dubois Home including roof, siding and selected widow replacement

Project Location: Dubois Park
19075 DuBois Rd.
Jupiter, FL 33477

in accordance with Drawings and Specifications prepared by

SLATTERY & ASSOCIATES, ARCHITECTS PLANNERS
2060 NW BOCA RATON BLVD SUITE 2
B OCA RATON, FL 33431
PHONE 561-392-3848
FAX 561-392-5402

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and County for construction of the Dubois home renovations, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.01(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
3. Pays County all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under 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.

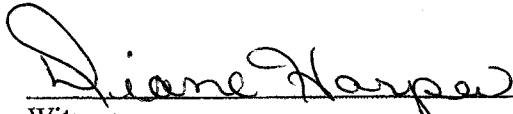
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

The amount of this bond shall be reduced by and to the extent of any payment or payments made by surety in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the 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. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.03, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.



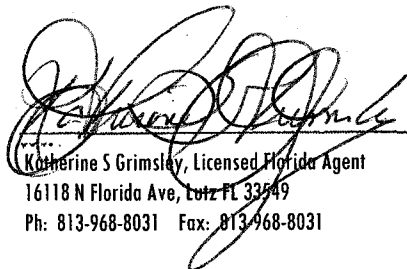
Witness

Hedrick Bros. Construction Company, Inc.

Principal _____ (Seal)



Title



Katherine S Grimsley, Licensed Florida Agent
16118 N Florida Ave, Lutz FL 33549
Ph: 813-968-8031 Fax: 813-968-8031

Companion Property and Casualty Insurance Company

Surety _____ (Seal)



Title

Katherine S Grimsley, Attorney in Fact
16118 N Florida Ave, Lutz FL 33549
Ph: 813-968-8031 Fax: 813-968-8082

Bond #0004295 Issued in 2 original counterparts (one for Palm Beach County + 1 for Public Filing Purposes)
Bond Amount \$357,850.00

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name)

Hedrick Bros. Construction Company, Inc. (Contractor) and Companion Property and Casualty Insurance Company (Surety)

We the undersigned hereby guarantee that the (See Below for Project Name & Number) 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) calendar 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 _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Countersigned Resident Agent in Florida:

Hedrick Bros. Construction Company, Inc.

(Contractor) (Seal)

Katherine S Grimsley, Licensed Florida Agent

(Agent)

By: PKES

(Signature)

By: [Handwritten Signature]

(Signature)

Companion Property and Casualty Insurance Company

(Surety) (Seal)

By: [Handwritten Signature]

(Signature)

Bond #0004295
Bond Amount \$357,850.00
Project #06214
Project: Dubois Home Historic Renovation
Address: Dubois Park, 19075 DuBois Rd, Jupiter FL 33477

Katherine S Grimsley, Attorney in Fact
16118 N Florida Ave, Lutz FL 33549
Ph: 813-968-8031 Fx: 813-968-8082

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P. O. Box 100165 (29202)

51 Clemson Road

Columbia, SC 29229

Bond #0004295

Amount \$357,850.00---

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint David R. Brett of Columbia, South Carolina; Katherine S. Grimsley of Tampa, Florida; or Donald H. Gibbs of Atlanta, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million dollars) including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December 2003.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 10th day of August, 2006.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

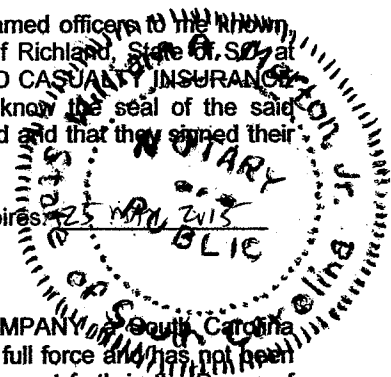
By: [Signature]
Charles M. Potok, President

[Signature]
Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 10th day of August, 2006, before me personally came the above named officers to the known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of South Carolina; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.

[Signature] Notary Public, State of SC, Qualified in Richland County Commission Expires 25 MAR 2015



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the _____ day of _____, 2008

[Signature]
Curtis C. Stewart, Vice President & CFO