

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

Meeting Date: May 19, 2009

☒ [X] Consent

☐ [] Regular

☐ [] Workshop

☐ [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the contract with Hedrick Brothers Construction (R2007-1506) in the amount of \$3,962,852 for construction management services and site improvements for the Palm Beach County Sheriff's Office (PBSO) Training Center located at Cherry Road, subject to the closing on the loan which will finance this project.

Summary: Amendment No. 2 will provide for a Guaranteed Maximum Price (GMP) for the construction of the PBSO Training Center, comprised of interior renovations to the existing gymnasium and classroom building (32,600 sf), 153 new parking spaces, and drainage provisions for this development phase, as well as projected future phases. As part of the FY 08 Capital Improvements Program (CIP) budget cuts, proceeding with this project allowed for the deferral of \$7.7M FY 06 funding, the elimination of \$20M in FY 09 funding and the release of \$8M in FY 07 funding. The Small Business Enterprise (SBE) goal for this project is 15%. Hedrick Brothers Construction will be providing 33.3% SBE participation in this amendment. The duration of this work is 203 calendar days. Financing for this project is from a \$16.2 million Loan authorized at the April 21, 2009 BCC meeting (R2009-0698).
(Capital Improvements Division) Countywide (JM)

Background and Justification: The Cherry Road property is the former King's Academy site, on Cherry Road, just east of Military Trail. This was the final design start for the FY 08 CIP re-scope. The 32,600 sf building will be used for PBSO Training, as part of a master plan for the 20-acre Cherry Road property. On August 21, 2008, a Task Order in the amount of \$21,435 was issued to Hedrick Brothers Construction for pre-construction services for the PBSO Training Center, as part of Hedrick Brothers CM@Risk Annual Agreement. Amendment No. 2 provides for the interior renovations and sitework for the PBSO Training Center. The GMP contains a contingency of \$149,414. The construction will be covered under the County's Master Builders Risk Insurance policy.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 2

Recommended by: Anthony Wolf 5/4/09
Department Director Date

Approved by: [Signature] 5/4/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$4,087,852</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$4,087,852*</u>				

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes * X No _____
Budget Account No: Fund 3065 Dept 411 Unit B381 Object 4907
Reporting Category _____

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

This project along with the Four Points Renovation Project and Government Center Chiller Replacement Project is being financed from a \$16.2M bank loan.

Construction \$3,962,852
Staff Changes \$ 125,000
\$4,087,852

III. REVIEW COMMENTS:

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

* Contingent upon sale of bond.

John D. ... 4/24/09
OFMB 4/24/09 CN 4/20/09

Dr. J. Jacobus 4/27/09
Contract Administrator
E. Jones 4/27/09

This amendment complies with
our review requirements.

B. Legal Sufficiency:

James C. ... 4/27/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/10/09

REQUESTED BY: Frank Coutts

PHONE: 233-0258

FAX: 233-0270

PROJECT TITLE: PBSO Training Facility (Cherry Road)

PROJECT NO.: 08211

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$4,087,852

DATE:

CSA or CHANGE ORDER NUMBER: Amendment No. 2

CONSULTANT/CONTRACTOR: Hedrick Brothers Co., Inc.

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

GMP for interior improvements and site work.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?

IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	\$3,962,852
PROFESSIONAL SERVICES	
STAFF COSTS (DESIGN / CONST. PHASE)	\$ 125,000
MISCELLANEOUS (PERMITS/PRINTS/ADVERT., ETC.)	
TOTAL	\$4,087,852

** 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: 3065 DEPT: 411 UNIT: B381

OBJ: 4907

Pending BCC
Approval of
Bond Sale

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM

☒ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: 

DATE: 4-15-09

ENCUMBRANCE NUMBER: _____

**AMENDMENT #2 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
PBSO TRAINING CENTER
PROJECT NO. 08211**

WHEREAS, the Owner and Construction Manager (Hedrick Brothers Company, Inc.) acknowledge and agree that the Contract between Owner and Construction Manager dated September 11, 2007 (R-2007-1506) is in full force and effect and that this 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 pre-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;

WHEREAS, the Construction Manager represents that the Construction Manager, 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 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 Contract.

WHEREAS, 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.

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 **\$3,962,852** for the construction costs of PBSO Training Center Interior Improvements and Sitework. Refer to Exhibit A.
- (2) **SCHEDULE OF TIME FOR COMPLETION**
Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **203** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$300/day for failure to complete within the contract time or approved extension thereof.

(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, 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.

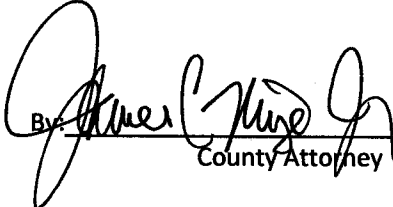
ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

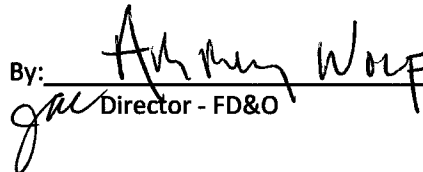
By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

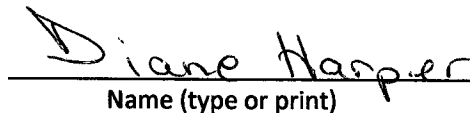
By:  _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

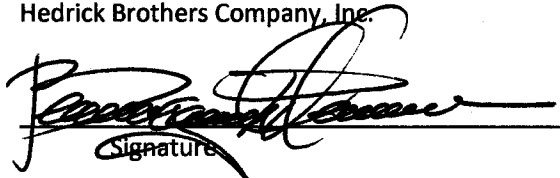
By:  _____
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

 _____
Signature

 _____
Name (type or print)

CONSTRUCTION MANAGER:
Hedrick Brothers Company, Inc.

 _____
Signature

Benjamin J. Clemens

Vice President of Operations

(Corporate Seal)

Exhibit A: GMP Proposal

HEDRICK BROTHERS CONST

PBSO TRAINING CENTER - PBC Project # 08211

4/10/2009 2:09 PM

Estimate Totals

Description	Amount	Totals
Labor	71,539	
Material	56,313	
<u>Subcontract</u>	<u>3,061,136</u>	
COST OF THE WORK		3,188,987
CM FEE	368,496	
O H & P	177,874	
CONSTRUCTION CONTINGENCY	149,414	
LIABILITY INSURANCE	42,732	
<u>PAYMENT & PERFORMANCE BOND</u>	<u>35,348</u>	
TOTAL GMP		3,962,852
 <u>PRE-CON SERVICES</u>	 <u>21,435</u>	
GRAND TOTAL w/ PRECON		3,984,287

HEDRICK BROTHERS CONST

SBE PERCENTAGE
PBSO TRAINING CENTER - PBC Project # 08211

4/10/2009 2:01 PM

Estimate Totals

Description	Amount	Totals
Labor	71,539	
Material	56,313	
<u>Subcontract</u>	<u>3,061,136</u>	
COST OF THE WORK		3,188,987
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TOTAL GMP		3,962,852
<u>PRE-CON SERVICES</u>	<u>21,435</u>	
GRAND TOTAL w/ PRECON		3,984,287

(From SBE Schedule #1)

$$\frac{\$1,326,327}{\$3,984,287} = 33.3\%$$

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

PROJECT NAME: Palm Beach Sheriff's Office PROJECT NO. 08211

NAME OF PRIME BIDDER: Hedrick Brothers Construction

CONTACT PERSON: Nick Shelow PHONE NO: 561-686-8880

BID OPENING DATE: March 13, 2009 DEPARTMENT: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTOR

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount					Other (Please Specify) SBE
	Minority Business	Small Business	Black N/A	Hispanic N/A	Women N/A	Caucasian N/A		
Bill Ruch Utility Contractor, Inc. 10152 W. Indiantown Road Suite 191 Jupiter, FL 33478 Phone: 561-262-5572	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$		\$ <u>772,486.06</u>
CPG Custom Cabinets LLC 1115A 53rd Court South West Palm Beach, FL 33407 Phone: 561- 848-0010	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$		\$ <u>2,573.00</u>
Hi-Tech Roofing & sheet Metal, Inc. 2266 4th Ave North Lake Worth, FL 33461 Phone: 561-586-3110	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$		\$ <u>32,850.00</u>
Palm Beach Glass Specialties, Inc. 1237 Roebuck Court West Palm Beach, FL 33401 Phone: 561-655-3344	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$		\$ <u>46,348.00</u>
Jack Walsh Carpets and Rugs, Inc. 501 Ardmore Road Wes Palm Beach, FL 33401 Phone: 561- 659-4846	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$		\$ <u>41,869.00</u>

SCHEDULE 1

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NAME OF PRIME BIDDER: Hedrick Brothers Construction

CONTACT PERSON: Nick Shelow PHONE NO: 561-686-8880

BID OPENING DATE: March 13, 2009 DEPARTMENT: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTOR

The Baron Group DBA Baron Sign Manufacturing 900 West 13 th Street Riviera Beach, FL 33404 Phone: 561- 863-7446	<input type="checkbox"/> <input checked="" type="checkbox"/>	<div> <div>\$</div> <div>\$</div> <div>\$</div> <div>\$</div> <div>\$19,975.00</div> </div>
E.C Stokes Mechanical Contractor, Inc. DBA Stokes Mechanical Contractor, Inc. 2001 7 th Avenue North Lake Worth, FL 33461 Phone: 561- 582-3589	<input type="checkbox"/> <input checked="" type="checkbox"/>	<div> <div>\$</div> <div>\$</div> <div>\$</div> <div>\$</div> <div> (Non SBE Sub of Stokes Mechanical) </div> <div> \$616,161.00 <\$205,895.00> \$410,266.00 </div> </div>
(Please use additional sheets if necessary)	Total	<div> <div>\$</div> <div>\$</div> <div>\$</div> <div>\$</div> <div>\$ 1,326,327.06</div> </div>

Total Bid Price \$ 3,984,287.00

Total Value of SBE Participation \$ 1,326,367.00

GMP \$ 3,962,852.00

Preconstruction \$ 21,435.00
Services

Living Wage Certification

In accordance with the Palm Beach County Living Wage Ordinance, the undersigned does hereby declare that it will and its subcontractors will pay each employee a living wage.

Project Name: PBSO Training Center Cherry Road

Project Number: 08211

Contractor: Hedrick Brothers Construction

Contractor Address: 2200 Centrepark West Drive, Suite 100, West Palm Beach, FL 33409

Contractor Phone Number: 561-689-8880

Contract Amount: \$3,962,852.00

Contract for: General Contracting Services

Statement of wage levels for Contractor's employees:

Pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January, 2004), and reflects the adjusted living wage effective October 1, 2008, through September 30, 2009, Hedrick Brothers Construction will pay their employees at least \$11.03 per hour.

By: _____

(Signatory)

Dale R. Hedrick

(Signatory name printed)

President

(Title)

4/10/09

(Date)

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 8871837

BOND AMOUNT: \$3,962,852.00

CONTRACT AMOUNT: \$3,962,852.00

CONTRACTOR'S NAME: Hedrick Brothers Construction Company, Inc.

CONTRACTOR'S ADDRESS: 2200 Centrepark West Drive
Suite 100
West Palm Beach, Florida 33409

CONTRACTOR'S PHONE: 561-689-8880

SURETY COMPANY: Fidelity & Deposit Company of Maryland

SURETY'S ADDRESS: 863 Creston Drive, Maitland, FL 32751

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: Facilities Development and Operations Department
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: 561-233-0281

DESCRIPTION OF WORK: Palm Beach Sherriff's Office Training Center
Renovations & Improvements

PROJECT LOCATION: 4215 Cherry Road
West Palm Beach, Florida 33409

LEGAL DESCRIPTION: 25-43-42, W 615 FT OF N 700 FT OF NE 1/4 OF SE 1/4
& NE 1/4 OF NW 1/4 OF SE 1/4 (LESS S 40 FT CHERRY
RD R/W & E 30)

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

Bond Number: 8871837

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

Palm Beach County Board of County Commissioners
301 North Olive Avenue, Suite 1201
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Dollars (\$ 3,962,852.00))
(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 entered into a contract with the County for

Project Name: Palm Beach Sherriff's Office Training Center
Project No.: 08211
Project Description: Renovations & Improvements to Existing King's Academy Gym
Project Location: 4215 Cherry Road, West Palm Beach, FL 33409

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Saltz Michelson Architects
LOCATION OF FIRM: 1800 Australian Avenue, Suite 102,
West Palm Beach, FL 33409-6450

PHONE: 561-689-1870

FAX: 561-689-0129

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 between Principal and County for construction of PBSO Training Center, 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 255.05, 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, (including liquidated 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.
5. 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.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made by 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.
7. 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 Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. 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.
9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Diane Harper
Witness

[Signature]
Principal (Seal)
Hedrick Brothers Construction Company

President
Title

[Signature]
Witness

Fidelity & Deposit Company of Maryland
Surety (Seal)

Peter F. Jones
Title Peter F. Jones, Attorney-In-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard G. AVERY, Karen C. BOWLING, Diana L. PARKER and Peter F. JONES**, all of Columbia, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 18th day of May, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 18th day of May, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 15 day of April, 2009.

Gregory E. Murray
Assistant Secretary

FORM OF GUARANTEE

GUARANTEE FOR

Hedrick Brothers Construction and Fidelity & Deposit Company of Maryland

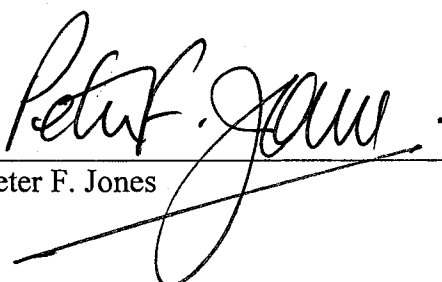
We the undersigned hereby guarantee that the PBSO Training Facility Cherry Road, renovations and improvements, PBC Project #08211, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the 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)

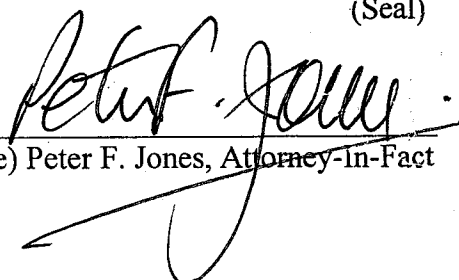
SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Countersigned Resident Agent in Florida:


(Agent) Peter F. Jones


(Contractor) Hedrick Brothers Construction
(Seal)

Fidelity & Deposit Company of Maryland
(Surety) _____ (Seal)

By: 
(Signature) Peter F. Jones, Attorney-in-Fact

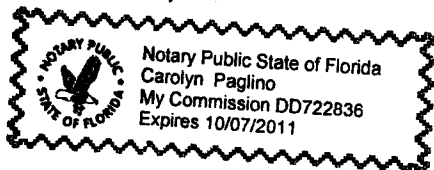
April 14, 2009

State of Florida

County of PALM BEACH

On 4-15-09 before me, Carolyn Paglino, personally appeared Peter
E. Jones personally known to me (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



My Commission Expires. 10/7/11

Client#: 32767

HEDRIBROTH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/08/09
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		
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 LTR	INSRD	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"/> PROJECT <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 AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CU2046456	06/30/08	06/30/09	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	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: Palm Beach Sherriff's Office Training Facility Cherry Road Certificate holder is named as an additional insured with respect to General Liability and completed operations 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 33411-5604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Raymond J. D'Amico</i>
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ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID CX HEDRI-1	DATE (MM/DD/YYYY) 04/07/09
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.	
INSURED Hedrick Brothers Construction Company Inc 2200 Centre Park West Dr. #100 West Palm Beach FL 33409-6473		INSURERS AFFORDING COVERAGE INSURER A: FCCI Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 33472

COVERAGES <small>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.</small>							
INSR	ADD'L LTR	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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
		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) 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 AUTO ONLY: EA ACC AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$	\$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	001-WC07A-58695	11/17/08	11/17/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$500,000 \$500,000 \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Job: Palm Beach Sherriff's Office Training Facility Cherry Road.							

CERTIFICATE HOLDER <div style="text-align: right; font-weight: bold;">PALMBCO</div> Palm Beach County Florida Capital Improvements Div Attn: Mr. Franklin Coutts 2633 Vista Parkway West Palm Beach, FL 33411-5604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 <div style="text-align: center; font-family: cursive;"> <i>Jake Jacobson</i> </div>
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