


3H-2

Recommended by:  12/13/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$560,752</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>\$560,752</u>	<u></u>	<u></u>	<u></u>	<u></u>

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Account No: Fund 3900 Dept 411 Unit B531 Object 4907
Reporting Category _____

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

Construction contract	\$545,752
Staff charges	<u>\$15,000</u>
BAS TOTAL	\$560,752

III. REVIEW COMMENTS:

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

OFMB

Contract Administrator

E. Jones 12/9/10

B. Legal Sufficiency:

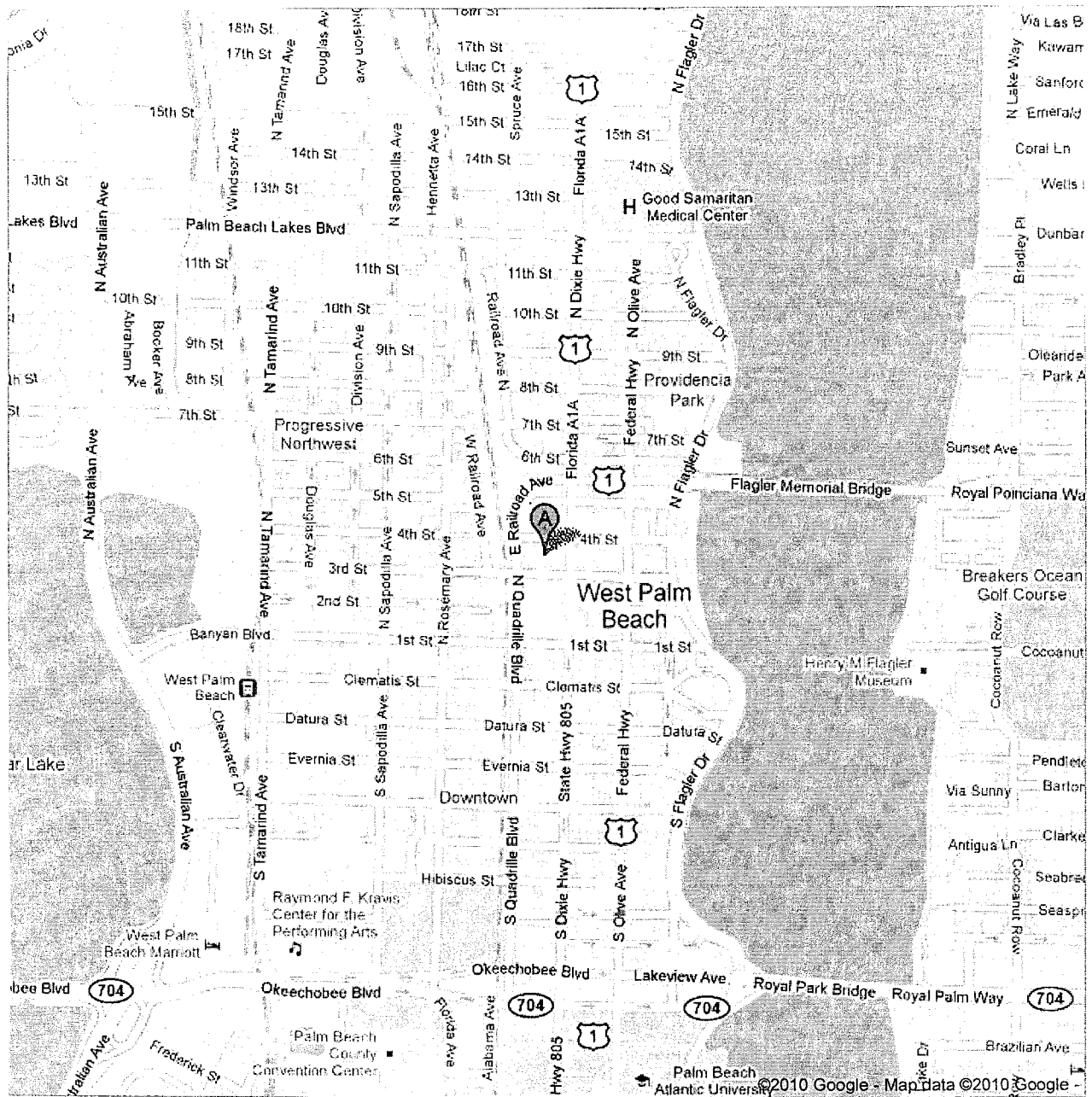
Assistant County Attorney

**This amendment complies with
our review requirements.**

C. Other Department Review:

Department Director

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



LOCATION MAP

ATTACHMENT # 1

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 11/16/10 REQUESTED BY: Karen Arndt

PHONE: 233-0208
FAX: 233-0270

PROJECT TITLE: State Attorney Shell Build Out

PROJECT NO.: 10209

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT \$560,752

DATE

CSA or CHANGE ORDER NUMBER: Amendment 8

CONSULTANT/CONTRACTOR: Hedrick Brothers Construction

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

GMP

CONSTRUCTION	<u>\$545,752</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$15,000</u>
MISC. (permits, prints, advertising)	
TOTAL	<u>\$560,752</u>

** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 2900 DEPT: 411 UNIT: 13531 OBJ: 4907

FUNDING SOURCE (CHECK ALL THAT APPLY):

☒ AD VALOREM ☐ OTHER
☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? ☒ YES ☐ NO

BAS APPROVED BY: [Signature] DATE: 11-17-10

ENCUMBRANCE NUMBER: 11610-109

Revised 06/22/10

ATTACHMENT #2

**AMENDMENT 8 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
STATE ATTORNEY BUILDOUT
PROJECT NO. 10209**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 9/11/07(R2007-1506) 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) **CONTRACT REVISIONS**

Revise contract terms as attached to this amendment:

Add paragraph 6.8
Revise paragraph 13.1
Add paragraph GC 31
Delete paragraph GC 68 .3.1

(2) **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 \$545,752 for the construction costs of the State Attorney Shell Build Out. Refer to Exhibit A.

ATTACHMENT # 3

(3) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 69 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$400/day for failure to complete within the contract time or approved extension thereof.

(4) 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: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: James Anthony Wolf
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

[Signature]
Signature

CONSTRUCTION MANAGER:

[Signature]
Signature

Rick C. Richardson
Name (type or print)

Benjamin Clemens
Name (type or print)

Vice President
Title

(Corporate Seal)

Add the following paragraph to the Contract:

6.8 When summarizing the cost of the GMP, the Overhead and Profit factor shall not be calculated on the Construction Contingency nor will the Construction Manager be due any additional Overhead and Profit on the use of the Construction Contingency. Additional Construction Management Overhead and Profit will not be allowed on any individual change order work until the cumulative total increase of the trade contracts exceeds 5%. Additional Construction Management Overhead and Profit above the cumulative total increase of 5% will be at the same rate established for the overall GMP.

The Overhead and Profit factor included in the GMP will be paid proportionally on a percent complete basis of the work in place, less retainage.

If work is authorized only for a part of the project, the Overhead and Profit fee shall be proportionate to the amount of work authorized.

Revise Paragraph 13.1 of the Contract to read as follows:

13.1 Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

Add the following to GC 31 Insurance

Sub-paragraph Deductibles, Coinsurance Penalties, & Self-Insurance Retention:

The Construction Manager will only be allowed to use the contingency fund or otherwise recover the cost of the builder's risk deductible for a "named storm" event.

Delete the following paragraph from Contract General Conditions, GC 68:

~~68.3.1. Without changing the contract price, a fee of 0.25% will be deducted by the Owner from each application for payment to defray costs of the Inspector General's Office in accordance with Ordinance 2009.049.~~

Estimate Totals

Description	Amount	Totals	Rate
Labor	12,519		
Material	34,197		
Subcontract	293,335		
Equipment			
COST OF WORK		340,051	
CM FEE	125,194		
OH&P	23,262		5.00 %
Owner's Contingency	27,288		5.00 %
Liability Insurance	6,003		1.10 %
WPB Building Permit	15,700		
Office of Inspector General			
Payment & Performance Bond	8,254		
TOTAL GMP		545,752	

PUBLIC CONSTRUCTION BOND

ISSUED IN DUPLICATE

BOND NUMBER: 08967821

BOND AMOUNT: \$545,752.00

CONTRACT AMOUNT: \$545,752.00

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

CONTRACTOR'S ADDRESS: 2200 Centrepark West Drive, Suite 100

West Palm Beach, FL 33409

CONTRACTOR'S PHONE: 561-689-8880

SURETY COMPANY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SURETY'S ADDRESS: 1 UPPER POND ROAD

PARSIPPANY, NJ 07054

OWNER'S NAME: PALM BEACH COUNTY, CAPITAL IMPROVEMENTS DIVISION

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

OWNER'S PHONE: (561) 233-0208

DESCRIPTION OF WORK: Tenant Interior Improvements

PROJECT LOCATION: 401 North Dixie Highway

(3rd & 4th Floors)

West Palm Beach, FL 33401

LEGAL DESCRIPTION: CLOWS ADDITION LTS 1 TO 5 INC (LESS E 12 FT), LTS 6 TO 14

INC BLK 28 & ABND E RAILROAD AVE LYING W OF & ADJ THERETO

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

SIGNED, SEALED, AND DATED THIS 29TH DAY OF NOVEMBER 2010

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 herein below defined, in the amount of

Five Hundred Forty-five Thousand Seven Hundred Fifty-Two Dollars (\$545,752.00)

(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 County - State Attorney's Office
Project No.: #10209
Project Description: Tenant Interior Improvements
Project Location: 401 N. Dixie Highway, 3rd & 4th Floors, West Palm Beach, FL 33401

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colome & Associates, Inc.
LOCATION OF FIRM: 530 24th Street, West Palm Beach, FL 33407
PHONE: 561-833-9147
FAX: 561-833-9356

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 the construction of PBC State Attorney's Office, 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 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.

Tracy Stiles
Witness

HEDRICK BROTHERS CONSTRUCTION CO., INC.

[Signature]
Principal

(Seal)

Dale Hedrick, President
Title

Adrianne Scalera
Witness

ADRIANNE SCALERA

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

(Seal)

Kathleen M. Cristiano
Title

KATHLEEN M. CRISTIANO, ATTORNEY-IN-FACT

CORPORATE ACKNOWLEDGEMENT

Form 152

State of FLORIDA

County of PALM BEACH

On this 29 day of November, 2010 before me personally came Dale Hedrick, to me known, who, being by me duly sworn, did depose and say that he resides in West Palm Beach, Florida that he is the PRESIDENT of the

HEDRICK BROTHERS CONSTRUCTION CO., INC.

The corporation described in and which executed the above instrument; that he knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

Jonny M. Stiles

Notary Public – State of Florida

NOTARY STAMP:

CORPORATE ACKNOWLEDGMENT

Form 152

**State of New Jersey
County of Bergen**

On this 29th day of NOVEMBER, 2010 before me personally came Kathleen M. Cristiano, to me known, who, being by me duly sworn, did depose and say that she resides in Westfield, New Jersey that she is the ATTORNEY-IN-FACT of the
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

the corporation described in and which executed the above instrument; that she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

(SEAL)

Adrienne Scalera

**ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2011**

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

Statement of Financial Condition
As Of December 31, 2009

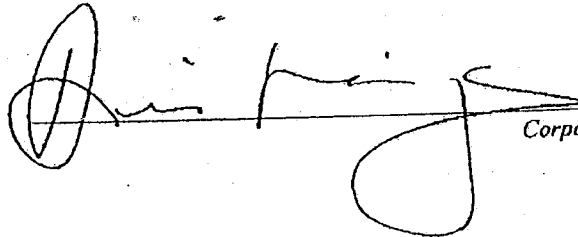
ASSETS	
Bonds	\$ 156,584,995
Stocks	22,537,672
Cash and Short Term Investments	9,719,598
Reinsurance Recoverable	9,347,241
Other Accounts Receivable	51,052,264
TOTAL ADMITTED ASSETS	\$ 249,241,769

LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses	\$ 76,835
Ceded Reinsurance Premiums Payable	58,237,612
Securities Lending Collateral Liability	5,511,875
TOTAL LIABILITIES	\$ 63,826,322
Capital Stock, Paid Up	\$ 5,000,000
Surplus	180,415,448
Surplus as regards Policyholders	185,415,447
TOTAL	\$ 249,241,769

Securities carried at \$38,385,957 in the above statement are deposited as required by law.

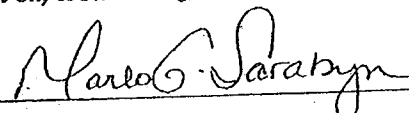
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2009 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$247,657,513 and surplus as regards policyholders \$186,999,703.

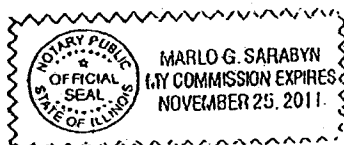
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2009.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.


Notary Public



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 THEODORE G. MARTINEZ, 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 **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, 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. This power of attorney revokes that issued on behalf of Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR., Adrienne SCALERA, George O. BREWSTER, dated September 22, 2008.

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 1st day of October, A.D. 2008.

ATTEST:

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



Eric D. Barnes

By:

Theodore G. Martinez

Eric D. Barnes

Assistant Secretary

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 1st day of October, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, 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.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

FORM OF GUARANTEE

ISSUED IN DUPLICATE

GUARANTEE FOR (Hedrick Brothers Construction Co., Inc. & ^{FIDELITY AND DEPOSIT COMPANY OF MARYLAND} BOND COMPANY)

Bond Number: 08967821 TENANT INTERIOR IMPROVEMENTS CONTRACT #R2007-1506
401 N. DIXIE HIGHWAY 3RD AND 4TH FLOORS, WEST PALM BEACH, FL

We the undersigned hereby guarantee that the (Palm Beach Coutny – State Attorney's Office, #10209) 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.

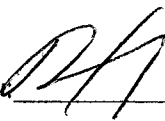
In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed 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)

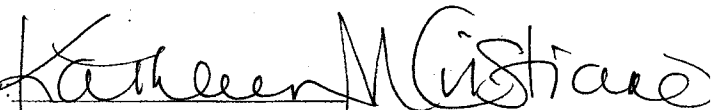
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

SIGNED, SEALED AND DATED THIS 29TH DAY OF NOVEMBER 2010

Hedrick Brothers Construction Co., Inc.
(Contractor) (Seal)

By 
(Signature)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety) (Seal)

By 
(Signature)

KATHLEEN M. CRISTIANO, ATTORNEY-IN-FACT

CORPORATE ACKNOWLEDGEMENT

Form 152

State of FLORIDA

County of PALM BEACH

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(SEAL)

Tanya M. Stiles

Notary Public – State of Florida

NOTARY STAMP:

NOTARY PUBLIC-STATE OF FLORIDA
Tanya M. Stiles
Commission #DD881272
Expires: MAY 30, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

CORPORATE ACKNOWLEDGMENT

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County of Bergen

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FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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(SEAL)

Adrianne Scalera

ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2011

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

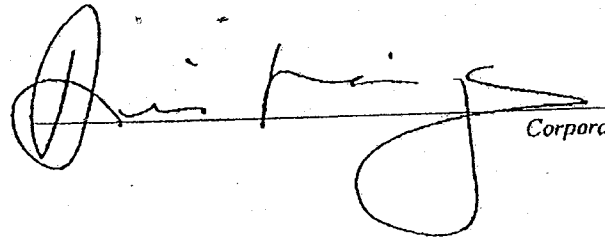
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As Of December 31, 2009

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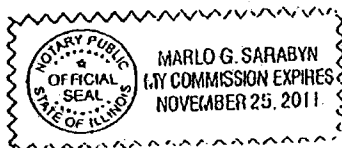
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Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.


Notary Public



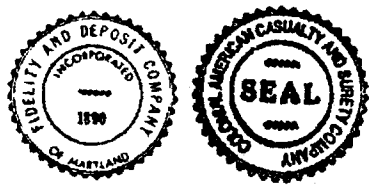
Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

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 THEODORE G. MARTINEZ, 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 **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, 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. This power of attorney revokes that issued on behalf of Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR., Adrienne SCALERA, George O. BREWSTER, dated September 22, 2008.

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 1st day of October, A.D. 2008.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Eric D. Barnes *Theodore G. Martinez*
Eric D. Barnes Assistant Secretary By: Theodore G. Martinez

State of Maryland } ss:
City of Baltimore }

On this 1st day of October, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, 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.



Constance A. Dunn
Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/24/10

PRODUCER Construction Insurance Corporation 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 Company	19488
	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	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Insd <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL2046458 ContProfessional \$1,000 Ded.	06/30/10	06/30/11	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 <input checked="" type="checkbox"/> Comp Ded. \$500 <input checked="" type="checkbox"/> Coll Ded. \$500	CA2046457	06/30/10	06/30/11	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	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CU2046456 Per Proj. Agg. Umbrella form	06/30/10	06/30/11	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 Leased/Rented Eq	CPP2046455	06/30/10	06/30/11	\$100,000/\$300,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**RE: Palm Beach County State Attorneys Office (PBC #10209)**

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. All policies include a Waiver of Subrogation in favor of Palm Beach County and Hedrick Brothers Construction Co., Inc.

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 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



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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MH

DATE (MM/DD/YYYY)

11/24/10

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

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

PRODUCER	800-538-0487	CONTACT NAME:	
Atlantic Pacific Insurance-PBG	561-626-3153	PHONE (A/C, No, Ext):	FAX (A/C, No):
11382 Prosperity Farms Rd #123		E-MAIL ADDRESS:	
Palm Beach Gardens, FL 33410		PRODUCER CUSTOMER ID #:	HEDRI-1
Jake Jacobson		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Hedrick Brothers Construction Company Inc	INSURER A:	FCCI Insurance Co. 33472
	2200 Centre Park West Dr. #100	INSURER B:	
	West Palm Beach, FL 33409-6473	INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY PRO-JECT LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS X OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		001-WC09A-58695	11/17/10	11/17/11	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Palm Beach County State Attorney's Office (PBC 310209). A Waiver of Subrogation applies in favor of Palm Beach County regarding Workers Compensation as required by contract.

CERTIFICATE HOLDER	CANCELLATION
PALMBCO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Palm Beach County Capital Improvements Division Attn: Ms Karen Arndt 2633 Vista Parkway West Palm Beach, FL 33411-5604	AUTHORIZED REPRESENTATIVE Jake Jacobson

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