

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

Meeting Date: June 3, 2014

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Budget transfer of \$854,478 from reserves in the Civic Site Cash Out Fund to increase the project budget line; and

B) Amendment No. 4 to the contract with Hedrick Brothers Construction Company, Inc. (R2012-1000) in the amount of \$2,206,974 for renovation of the former West Atlantic Library as the PBSO District 4 Substation in Delray Beach.

Summary: The work includes site and building interior and exterior improvements including roof replacement to comply with new wind code requirements, weatherproofing of the exterior, new HVAC and lighting, and new interior finishes (12,000 sf) to accommodate offices of PBSO District 4 relocating from their existing facility situated at South County Administrative Complex. The relocation of District 4 is necessary to better align the PBSO Substation with its service area. The Small Business Enterprise (SBE) goal for this contract is 15%. Hedrick Brothers SBE participation for this Amendment is undetermined at this time as the pricing is based on incomplete drawings and has not been bid. Hedrick Brothers is guaranteeing a minimum of 15% SBE. Hedrick Brothers is a Palm Beach County firm and will be using Palm Beach County subcontractors for an estimated minimum of 80% of the work. The construction time is 210 days. This project is funded entirely from the Civic Site Cash Out Fund. (Capital Improvements Division) District 5 (JM)

Background and Justification: Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as General Contractors issuing the subcontracts for construction. In order to expedite the start of the work, Hedrick Brothers has provided a guaranteed maximum price (GMP) based on 50% construction documents. The extensive interior improvements are a result of the change in use from a library to offices and from deferring renewal/replacement maintenance. Construction of a new facility was considered rather than this renovation, but the new cost for a 16,000 sf substation would run about \$7,000,000.

Attachments:

1. Location Map
2. Budget Transfer
3. Budget Availability Statement
4. Amendment No. 4

Recommended by:  Amy Wolf 5/23/14
 Department Director Date

Approved by:  County Administrator 5/23/14
 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$2,226,974	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$2,226,974				
# ADDITIONAL FTE POSITIONS (Cumulative)					

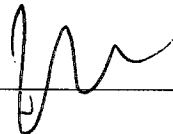
Is Item Included in Current Budget? Yes _____ No X

Budget Account No: Fund 3800 Dept 411 Unit B393 Object 6502
Reporting Category _____

Construction	\$2,206,974
Staff Costs	\$ 20,000
Total	\$2,226,974

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

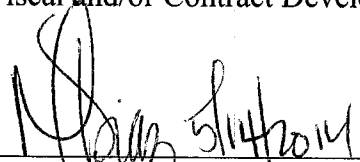
Funded from the Civic Site Cash Out Fund.

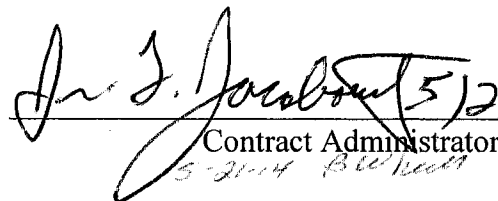
5/22/14


C. Departmental Fiscal Review: _____

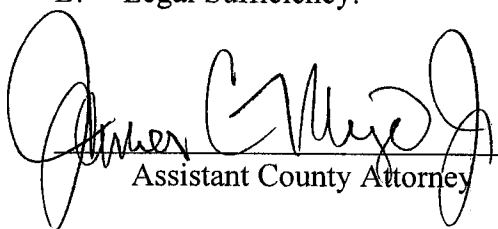
III. REVIEW COMMENTS:

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

5/13

OFMB *5/14/2014*
SP
5/14


Contract Administrator
5-21-14 B. W. Reed

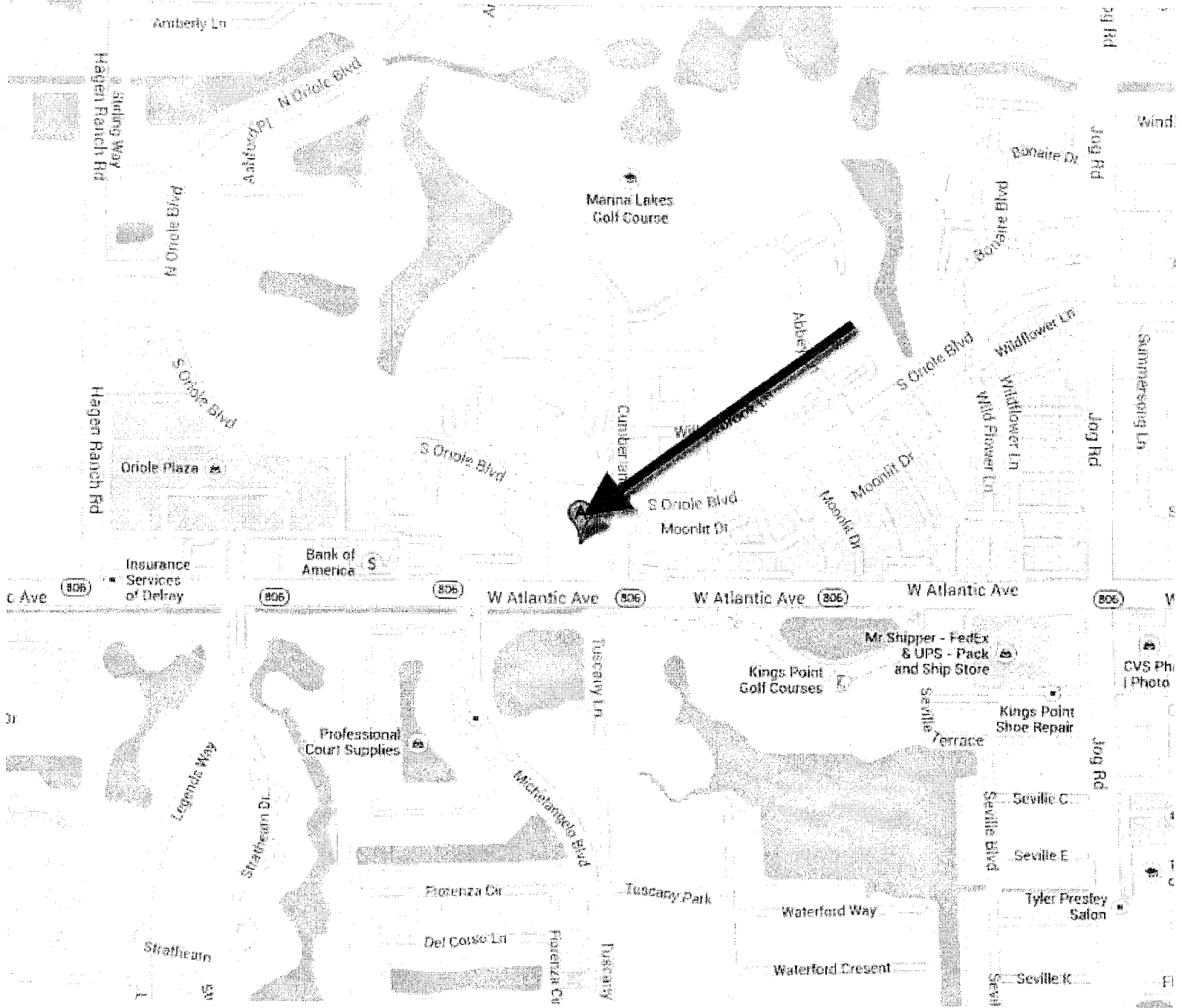
B. Legal Sufficiency:


Assistant County Attorney
5/22/14

C. Other Department Review:

Department Director

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



PBSO District 4

Location Map

14-

0866

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

FUND 3800 - Civic Site Cash Out

BGEX-410-042414-1322

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/24/2014	REMAINING BALANCE
Reserves								
821-9802	9908 - Reserve for New Projects	1,030,704	1,022,363		854,478	167,885		167,885
District 4 & Traffic Relo								
411-B393	6502- Building Construction CIP	2,000,000	2,000,000	854,478		2,854,478	205,131	2,649,347
	Total			854,478	854,478			

Facilities Development & Operations
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Andrew Wolf
[Signature]
[Signature]
JP 5/14

Date

5/12/14
5/14/2014

By Board of County Commissioners
At Meeting of

Deputy Clerk to the
Board of County Commissioners

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 05/01/14

REQUESTED BY: Anil Patel

PHONE: 233-0271

FAX: 233-0270

PROJECT TITLE: PBSO W. Atlantic Substation District 4

PROJECT NO.: 13207

ORIGINAL CONTRACT AMOUNT: NA - Annual

BCC RESOLUTION#: R2012-1000

DATE: 07/10/12

REQUESTED AMOUNT: \$2,226,974

CSA or CHANGE ORDER NUMBER: Amendment #4

CONSULTANT/CONTRACTOR: Hedrick Brothers Construction Co., Inc.

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

GMP for construction services.

CONSTRUCTION	\$2,206,974 <i>x</i>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	\$ 20,000
MISC. (permits, prints, advertising)	
TOTAL	\$2,226,974

** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project.

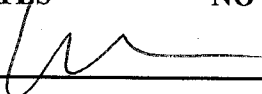
BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3800 DEPT: 411 UNIT: 13393 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY):

- AD VALOREM OTHER *Civic Site*
 FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY:  DATE: 5-5-14

ENCUMBRANCE NUMBER: _____

**AMENDMENT NO. 4 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
PBSO WEST ATLANTIC SUBSTATION
PROJECT NO. 13207**

WHEREAS, the Owner and Construction Manager (Hedrick Brothers Construction Company, Inc.) acknowledge and agree that the Contract between Owner and Construction Manager dated 07/10/12 (R2012-1000) 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 **\$2,206,974** for the construction costs of renovations to West Atlantic Library building for PBSO District 4 Substation. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **210** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are **\$350.00/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

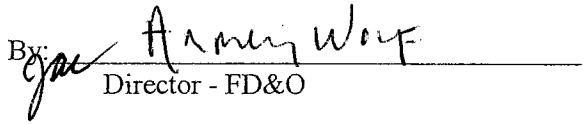
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

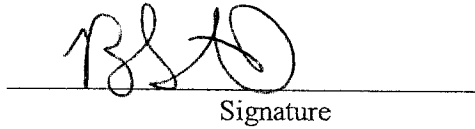
APPROVED AS TO TERMS
AND CONDITIONS

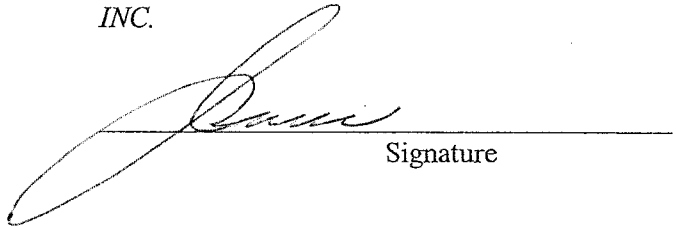
By: 
County Attorney

By: 
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER: *HEDRICK
BROTHERS CONSTRUCTION COMPANY,
INC.*


Signature


Signature

Brett Strassel
Name (type or print)

Jack Ullrich
Name (type or print)

Vice-President
Title

(Corporate Seal)

Exhibit A - GMP Proposal

CSI Code	Description	Amount
000-100	General Conditions, OH&P, Insurances & Bond	\$458,943
002-200	Site / Civil	\$212,948
002-800	Fencing	\$15,511
002-900	Landscape & Irrigation	\$28,871
006-100	General Works	\$179,592
006-200	General Works (Part II)	\$30,056
006-400	Casework	\$29,316
007-200	Roofing	\$174,913
008-400	Aluminum Windows	\$16,606
008-800	Doors, Frames & Hardware	\$55,785
008-900	Door & Hardware Installation	\$5,000
009-200	Drywall	\$101,252
009-300	Flooring	\$66,127
009-500	Ceilings	\$17,132
009-900	Painting	\$51,936
010-100	Toilet Accessories, Toilet Partitions & Lockers	\$11,582
001-200	Interior & Exterior Signage	\$10,150
015-400	Plumbing	\$41,110
015-500	HVAC	\$342,064
016-000	Electrical	\$358,080
	GMP AMOUNT:	\$2,206,974

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 08967862

BOND AMOUNT: \$ 2,206,974.00

CONTRACT AMOUNT: \$ 2,206,974.00

CONTRACTOR'S NAME: HEDRICK BROTHERS CONSTRUCTION CO., INC.

CONTRACTOR'S ADDRESS: 2200 CENTREPARK WEST DRIVE
WEST PALM BEACH, FL 33409

CONTRACTOR'S PHONE: 561-689-8880

SURETY COMPANY: Fidelity and Deposit Company of Maryland

SURETY'S ADDRESS: 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196

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) 233-0271 (Anil Patel, Project Manager for PBC)

DESCRIPTION OF WORK: Renovation of existing 12,800 square foot, 1 story building, to include;
roof and selective demolition, site work, new mechanical and electrical system and interior finishes.

PROJECT LOCATION: 14925 Cumberland Drive
Delray Beach, FL 33446

LEGAL DESCRIPTION: A portion of tract A, Plat No.1 Villages of Oriole, according to the plat
thereof, as recorded in plat book 30, pages 38 thru 40, of the public records of Palm Beach County Florida

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 hereinbelow defined, in
the amount of TWO MILLION, TWO HUNDRED AND SIX THOUSAND, NINE HUNDRED AND
SEVENTY FOUR AND 00/100 DOLLARS (\$ 2,206,974.00)

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: PBSO West Atlantic Substation District #4

Project No.: 13207

Project Description: Renovation of existing 12,800 square foot, 1 story building, to include; roof and selective demolition, site work, new mechanical and electrical system and interior finishes.

Project Location: 14925 Cumberland Drive
Delray Beach, FL 33446

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colome' and 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:

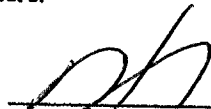
1. Performs the contract between Principal and County for the construction of PBC Central Detention Center the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, 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 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.

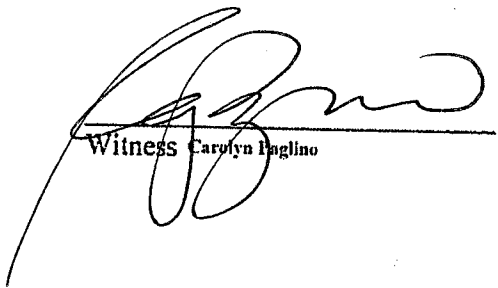
9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

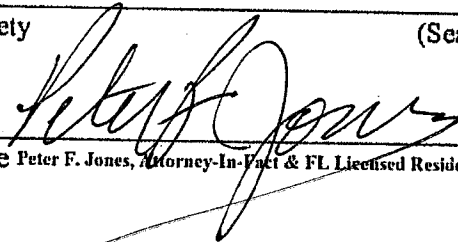

Witness


Principal Dale R. Hedrick (Seal)

PRESIDENT
Title

Fidelity and Deposit Company of Maryland
Surety (Seal)


Witness Carolyn Paglino


Title Peter F. Jones, Attorney-In-Fact & FL Licensed Resident Agent

FORM OF GUARANTEE

GUARANTEE FOR HEDRICK BROTHERS CONSTRUCTION COMPANY, INC. AND FIDELITY AND DEPOSIT COMPANY OF MARYLAND

We the undersigned hereby guarantee that the (PALM BEACH COUNTY MAIN DETENTION CENTER, #11208) 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.

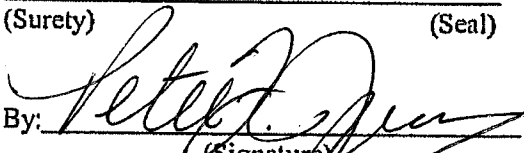
DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

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

By: 
(Signature)

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By: 
(Signature)

Peter F. Jones, Attorney-In-Fact, FL Licensed Resident Agent

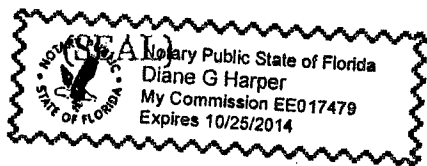
CORPORATE ACKNOWLEDGMENT

Form 152

State of Florida
County of Palm Beach

On this 5 day of May, 2014 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, FL that he/she is the President of ~~the~~ Hedrick Brothers Construction Co, Inc.

the corporation described in and which executed the above instrument; that he/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 he/she signed his/her name thereto by like order.



Diane G. Harper
Diane G. Harper

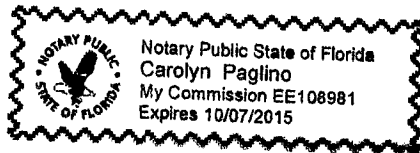
CORPORATE ACKNOWLEDGMENT

State of Florida
County of Palm Beach

On this 1st day of May, 2014 before me personally came Peter F. Jones, to me known, who, being by me duly sworn, did depose and say that he/she resides in West Palm Beach, FL that he/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 he/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 he/she signed his/her name thereto by like order.

(SEAL)



A handwritten signature in black ink, appearing to be "CP", written over a horizontal line.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, 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, do hereby nominate, constitute, and appoint **Peter F. JONES, of Palm Beach Gardens, Florida**, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of November, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Geoffrey Delisio
Vice President
Geoffrey Delisio

State of Maryland
City of Baltimore

On this 6th day of November, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer 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, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact: The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 Article V, Section 8, of the By-Laws of the Companies is still in force.

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 ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the 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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and 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.

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 _____ day of _____, 20_____.



James M. Carroll

James M. Carroll, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As Of December 31, 2013

ASSETS

Bonds.....	\$ 139,272,722
Stocks	22,258,887
Cash and Short Term Investments.....	6,595,113
Reinsurance Recoverable	17,970,134
Other Accounts Receivable	33,409,916
TOTAL ADMITTED ASSETS.....	\$ 219,506,772

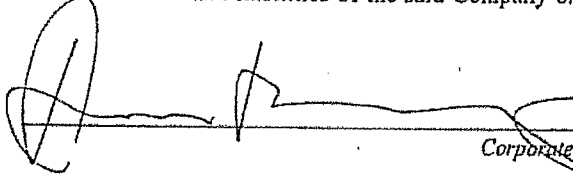
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 1,787,480
Ceded Reinsurance Premiums Payable.....	42,146,005
Securities Lending Collateral Liability.....	6,613,750
TOTAL LIABILITIES	\$ 50,547,235
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,959,537
Surplus as regards Policyholders	168,959,537
TOTAL.....	\$ 219,506,772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

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, 2013.


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, 2014.


Notary Public



Fidelity and Deposit Company of Maryland

May 21, 2014

Palm Beach County Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

RE: Hedrick Brothers Construction Co., Inc.
Bond No. 8967862

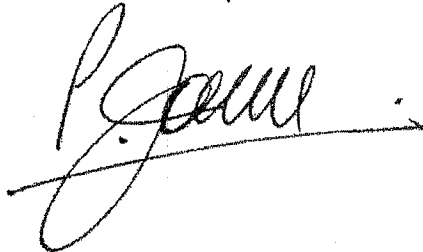
To Whom It May Concern:

As requested, the dates for the referenced bond were intentionally left blank. We hereby authorize the bonds and the Power of Attorney to be dated at the time of the execution of the contract. Once the bonds are dated, please provide copies of the bonds to Hedrick Brothers Construction Co., Inc. for their records. Thank you.

Sincerely,

Fidelity and Deposit Company of Maryland

Peter F. Jones
Attorney-In-Fact

A handwritten signature in black ink, appearing to read "P. Jones", with a horizontal line extending to the right from the end of the signature.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
05/06/2014

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 Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Jake Jacobson	CONTACT NAME: PHONE (A/C, No, Ext): 800-538-0487		FAX (A/C, No): 561-626-3153
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: FCCI Insurance Co.			10178
INSURED Hedrick Brothers Construction Company Inc 2200 Centrepark West Dr #100 West Palm Beach, FL 33409-6473	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

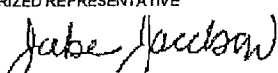
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below			001-WC12A-58695	11/17/2013	11/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 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: PBSO W Atlantic Substation District #4 Project #13207.
 Certificate Holder: Palm Beach County, a political subdivision of the State of Florida as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

PALMBCO Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/6/2014

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 Bowen, Miclette & Britt of FL 1020 N. Orlando Avenue Suite #200 Maitland FL 32751	CONTACT NAME: Anita Waters	
	PHONE (A/C, No, Ext): 407-647-1616	FAX (A/C, No): 407-628-1635
E-MAIL ADDRESS: certificates@bmbinc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Amerisure Mutual Insurance Company		23396
INSURER B: Amerisure Insurance Company		19488
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

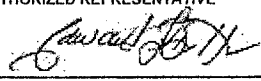
COVERAGES **CERTIFICATE NUMBER:** 110470528 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL20464580	6/30/2013	6/30/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> 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	Y	Y	CA20464570	6/30/2013	6/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	Y	CU2046456	6/30/2013	6/30/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

RE: Project: PBSO W. Atlantic Substation District #4. Project #13207. When required by written contract, those Parties listed in said contract, See Attached...

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt of FL		NAMED INSURED Hedrick Brothers Construction Co., Inc. 2200 Centrepark West Drive, Suite 100 West Palm Beach FL 33409	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

including Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees, are added as an Additional Insured, with respect to General Liability, including products and completed operations, Auto Liability, and Umbrella liability as afforded by the policy and/or endorsements. The General Liability policy certified herein is primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the Named Insured. When required by written contract, waiver of subrogation, with respect to General Liability, Auto Liability and Umbrella is granted in favor of Certificate Holder as afforded by the policy and/or endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization, called an additional insured in this endorsement:

1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; or
2. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

3. If the additional insured is:
 - (a) An individual, their spouse is also an additional insured.
 - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - (c) A limited liability company, members and managers are also additional insureds.
 - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - (a) Premises you own, rent, lease, or occupy, or
 - (b) Your ongoing operations performed for that additional insured, unless the written contract or agreement or the certificate of insurance requires "your work" coverage (or wording to the same effect) in which case the coverage provided shall extend to "your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement, or in the certificate of insurance or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement or certificate of insurance requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
3. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
4. Any person or organization who is an insured under the terms of this endorsement and who is also an insured under the terms of the GENERAL LIABILITY EXTENSION ENDORSEMENT, if attached to this policy, shall have the benefit of the terms of this endorsement if the terms of this endorsement are broader.
5. If a written contract or agreement or a certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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CG 20 10 11 85

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
2. Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

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