

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

**Meeting Date: January 26, 2016**

☒ Consent  
☐ Workshop

☐ Regular  
☐ Public Hearing

**Department: Facilities Development and Operations**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 8 to the contract with Hedrick Brothers Construction Company, Inc. (R2012-1000) in the amount of \$4,081,975 establishing a Guaranteed Maximum Price (GMP) for construction services for the first phase of the Main Detention Center Repair and Replacement (MDC R&R) project located at Gun Club Road in West Palm Beach.

**Summary:** This amendment provides replacement of the chilled water lines at the MDC under the East Tower and around the exterior of the building. Additionally, interior exhaust system and duct replacement, door and bar modifications, fire sprinkler pipe replacing and painting as required under this contract. The facility was constructed in 1982/1983 and the infrastructure being replaced is part of the original installation. The East Tower has been continually occupied 24/7, for over 30 years and the impact of the failed exhaust system has resulted in the acceleration of the deterioration of metal surfaces and structural steel. While not all of the renewal replacement (R/R) work required in the East Tower is being completed at this time; 1) the probability of failure of the chilled water lines is high and 2) the damage being caused by the inoperable exhaust system creating an environment that is unsuitable for occupancy; both need to be addressed immediately and require the East Tower to be vacated. The Small Business Enterprise (SBE) goal for this contract is 15%. Hedrick Brothers SBE participation for this Amendment is 84.2%. The time of construction is 189 days. This project is funded from the Public Improvement Fund and 176M NAV 08 CTF Jail Expansion/Public Building. Hedrick Brothers Construction Company, Inc. is a local firm and 100% of the work will be done by local Palm Beach County contractors. **(Capital Improvements Division) District 2 (ME)**

**Background and Justification:** This is the first phase of work for the Detention Facilities R&R program and is a priority due to the number of leaks in the chilled water lines. Additionally, the exhaust system in the wet areas are not functioning properly which is leaving an extremely humid environment which is causing unsafe conditions. This is evident by steel bars having corroded through and separated from their permanent location, fire sprinkler piping rusting through, and metal drywall frames falling apart due to excessive corrosion. Ultimately there are six phases of work which are required to completely implement the Detention Facilities R&R through Fiscal Year 21. The extended time frame for implementing this work reflects the operational and logistical realities of completing this project while the detention facilities are in operation.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 8

**Recommended by:**

**Department Director**

**Date**

**Approved by:**

**County Administrator**

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$4,261,975</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$4,261,975</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No \_\_\_\_\_

Budget Account No: Fund 3804 Dept 411 Unit B593 Object 4907 \$3,171,000.00  
Fund 3053 Dept 411 Unit B362 Object 4907 \$ 741,550.44  
Fund 3804 Dept 411 Unit B362 Object 4907 \$' 349,425

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

Funding for this project is the Public Improvement Fund and 176M NAV 08 CTF Jail Expansion/Public Building.

Construction	\$4,081,975
Staff Costs	\$ 0
MISC. (Permits)	\$80,000
Contingency	<u>\$100,000</u>
TOTAL	<u>\$4,261,975</u>

C. Departmental Fiscal Review: \_\_\_\_\_

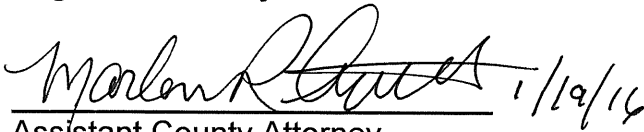
## III. REVIEW COMMENTS

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

  
OFMB *1/11/16*

  
Contract Development and Control *1/15/16*  
*Bisheeler 1/14/16*

### B. Legal Sufficiency:

  
Assistant County Attorney *1/19/16*

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

PBSO MAIN DETENTION CENTER

FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 01/04/16 REQUESTED BY: Mike McPherson PHONE: 233-0278 FAX: 233-0270
PROJECT TITLE: MDC Replacement & Repair PROJECT NO.: 15218
ORIGINAL CONTRACT AMOUNT: NA - Annual BCC RESOLUTION#: R2012-1000 DATE:
REQUESTED AMOUNT: \$4,321,975
CSA or CHANGE ORDER NUMBER: Amendment #8
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

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$4,081,975), PROFESSIONAL SERVICES, STAFF COSTS\*\* (\$60,000), MISC. (\$80,000), OWNER CONTINGENCY (\$100,000), and TOTAL (\$4,261,975).

\*\* 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: 3804 DEPT: 411 UNIT: B593 OBJ: 4907 3171000
FUNDING SOURCE (CHECK ALL THAT APPLY): 3653 411 B362 4907 74135041
169424.56 + BALANCE Permits/Cont.
[ ] AD VALOREM [ ] OTHER
[ ] FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? [ ] YES [ ] NO

BAS APPROVED BY: [Signature] DATE: 1-4-16

ENCUMBRANCE NUMBER: 010416-243

**AMENDMENT NO. 8 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
MAIN DETENTION CENTER REPAIR AND REPLACEMENT  
PROJECT NO. 15218**

WHEREAS, the Owner and Construction Manager (**Hedrick Brothers Construction Co., Inc.**) acknowledge and agree that the Contract between Owner and Construction Manager dated 07/10/2012 (R-2012-1000) 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 \$4,081,975 for the construction costs of Main Detention Center Repair and Replacement project. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **189** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$714.00/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.

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

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

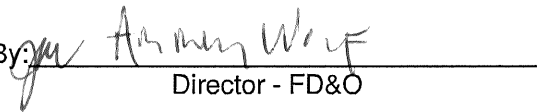
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS  
AND CONDITIONS

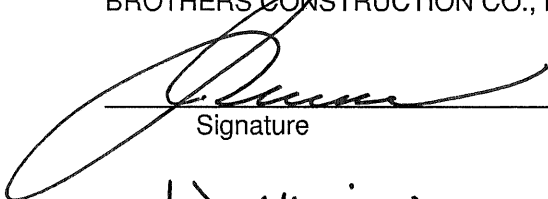
By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE


CONSTRUCTION MANAGER: HEDRICK  
BROTHERS CONSTRUCTION CO., INC.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Yolanda Donado  
\_\_\_\_\_  
Name (type or print)

~~Jack Musich~~  
\_\_\_\_\_  
Name (type or print)

  
\_\_\_\_\_  
Title

(Corporate Seal)

Description	Qty.	U	U/P	Individual Amount	Division Total	Trade Contractor
<b>General Requirements</b>					<b>\$67,350</b>	
Temporary Toilet	6.0	mos	\$500.00	\$3,000		
Temporary Fence Install / Remove	1.0	ls	\$8,000.00	\$8,000		
Temporary Protection Secured Courtyard	1.0	ls	\$6,000.00	\$6,000		
Fire Protection	6.0	mos	\$175.00	\$1,050		
First Aid	6.0	mos	\$50.00	\$300		
Protection Elevator Cab	1.0	ls	\$4,000.00	\$4,000		
Trash Removal	6.0	ls	\$2,000.00	\$12,000		
General Site Cleaning	6.0	mos	\$1,000.00	\$6,000		
General Building Cleaning	6.0	mos	\$1,000.00	\$6,000		
Final Building Clean	6.0	flr	\$3,500.00	\$21,000		
<b>Bid Package No. 1 - Piping</b>					<b>\$2,791,328</b>	
Bid Package No. 1 - Piping	1.0	ls	\$2,791,328.00	\$2,791,328		Stokes
<b>Bid Package No. 2 - General Works</b>					<b>\$588,504</b>	
Bid Package No. 2 - General Works	1.0	ls	\$588,504.00	\$588,504		Cooper
<b>Bid Package No. 3 - Fire Protection</b>					<b>\$8,700</b>	
Bid Package No. 3 - Fire Protection	1.0	ls	\$8,700.00	\$8,700		Farmer & Irwin
<b>Bid Package No. 4 - HVAC</b>					<b>\$57,036</b>	
Bid Package No. 4 - HVAC	1.0	ls	\$57,036.00	\$57,036		Stokes
<b>Construction Fee</b>					<b>\$150,950</b>	
Project Executive - Construction Duration	27.0	wks	\$450.00	\$12,150		
Project Manager - Construction Duration	27.0	wks	\$550.00	\$14,850		
Project Superintendent - Construction Duration	27.0	wks	\$3,400.00	\$91,800		
Project Coordinator - Construction Duration	27.0	wks	\$315.00	\$8,505		
Accounting - Construction Duration	27.0	wks	\$175.00	\$4,725		
Safety Supervisor - Construction Duration	27.0	wks	\$380.00	\$10,260		
Project Executive - Close Out	4.0	wks	\$450.00	\$1,800		
Project Manager - Close Out	4.0	wks	\$550.00	\$2,200		
Project Coordinator - Close Out	4.0	wks	\$315.00	\$1,260		
Accounting - Close Out	8.0	wks	\$175.00	\$1,400		
Cellular Telephone	8.0	mos	\$200.00	\$1,600		
Office Supplies	8.0	mos	\$50.00	\$400		
<b>Insurance / Bond</b>					<b>\$110,496</b>	
General Liability Insurance				\$53,126		
Builders Risk Insurance				\$20,000		
Bond				\$37,370		
<b>Overhead / Profit</b>					<b>\$188,718</b>	
Overhead / Profit				\$188,718		
<b>Contingency</b>					<b>\$118,892</b>	
Contingency				\$118,892		
<b>Total</b>				<b>\$4,081,975</b>	<b>\$4,081,975</b>	

SCHEDULE 1

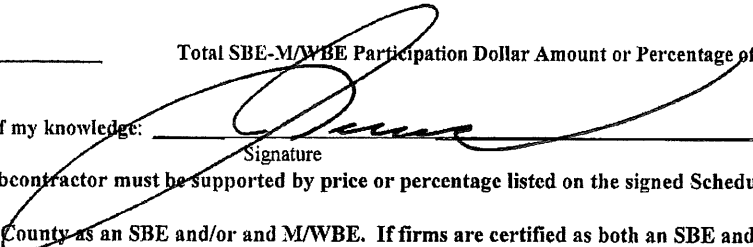
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Main Detention Center – Repair/Restoration PROJECT NO. OR BID NO.: 15218  
NAME OF PRIME BIDDER: Hedrick Brothers Construction Co., Inc. ADDRESS: 2200 Centrepark West Drive, Suite 100, West Palm Beach, FL 33409  
CONTACT PERSON: Jack Ullrich PHONE NO.: 561 – 689 – 8880 FAX NO.: 561 – 689 – 8860  
CCP #: N/A USER DEPARTMENT: \_\_\_\_\_

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
E.C. Stokes Mechanical Contractor, Inc. 2001 7 <sup>th</sup> Ave North Lake Worth, FL 33461 561-582-3589	<input type="checkbox"/>	<input checked="" type="checkbox"/>			2,848,364		
Cooper Construction Management & Consulting, Inc. 3000 High Ridge Rd, Suite 7 Boynton Beach, FL 33426 561-588-5222	<input checked="" type="checkbox"/>	<input type="checkbox"/>	588,504				
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)	TOTAL		588,504		2,848,364		

Total Bid Price \$4,081,975 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 84%

I hereby certify that the above information accurate to the best of my knowledge:  Jack Ullrich – Vice President  
Signature Title

- Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
  2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
  3. M/WBE information is being collected for tracking purposes only.





SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. 15218

PROJECT NAME: PBC Main Detention Center Repair & Replacement

TO: E.C. Stokes Mechanical Contractor, Inc.

(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise ☒

Minority Business Enterprise ☐

Black ☐

Hispanic ☒

Women ☐

Caucasian ☐

Other (Please Specify) ☐

Date of Palm Beach County Certification: 5/20/15

The undersigned is prepared to perform the following described work in connection with the above project  
(Specify in detail particular work items or parts thereof to be performed):

Piping Restoration

at the following price (\$) \$2,791,328.00

(Sub-consultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE sub-consultant, the amount of any such subcontract must be stated: (\$) \$0.00

The undersigned sub-consultant understands that the provision of this form to prime consultant does not prevent sub-consultant from providing services to other consultants.

E.C. Stokes Mechanical Contractor, Inc.

(Print name of SBE-M/WBE Sub-consultant)

By: [Signature]

(Signature)

Susan Stokes, President

(Print name/title of person executing on behalf  
of SBE-M/WBE Sub-consultant)

Date: 1/6/15



SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. 15218

PROJECT NAME: PBC Main Detention Center Repair & Replacement

TO: E.C. Stokes Mechanical Contractor, Inc.

*(Name of Prime Consultant)*

The undersigned is certified by Palm Beach County as a(n) - *(check one or more, as applicable):*

Small Business Enterprise ☒

Minority Business Enterprise ☐

Black ☐

Hispanic ☒

Women ☐

Caucasian ☐

Other (Please Specify) ☐

Date of Palm Beach County Certification: 5/20/15

The undersigned is prepared to perform the following described work in connection with the above project  
(Specify in detail particular work items or parts thereof to be performed):

HVAC East Tower Limited Repair Work

at the following price (\$) \$57,036.00

*(Sub-consultant's fee)*

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE sub-consultant, the amount of any such subcontract must be stated: (\$) \$0.00

The undersigned sub-consultant understands that the provision of this form to prime consultant does not prevent sub-consultant from providing services to other consultants.

E.C. Stokes Mechanical Contractor, Inc.

*(Print name of SBE-M/WBE Sub-consultant)*

By: [Signature]

*(Signature)*

Susan Stokes, President

*(Print name/title of person executing on behalf of SBE-M/WBE Sub-consultant)*

Date: 1/6/16



SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. 15218

PROJECT NAME: PBC Main Detention Center Repair & Replacement

TO: Cooper Construction Management & Consulting, Inc.

(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise ☒

Minority Business Enterprise ☒

Black ☒

Hispanic ☐

Women ☐

Caucasian ☐

Other (Please Specify) ☐

Date of Palm Beach County Certification: 8/26/14

The undersigned is prepared to perform the following described work in connection with the above project  
(Specify in detail particular work items or parts thereof to be performed):

General Works Package Bid-Package No. 2

at the following price (\$) \$588,504.00

(Sub-consultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE sub-consultant, the amount of any such subcontract must be stated: (\$) \$0.00

The undersigned sub-consultant understands that the provision of this form to prime consultant does not prevent sub-consultant from providing services to other consultants.

Cooper Construction Management & Consulting

(Print name of SBE-M/WBE Sub-consultant)

By: 

(Signature)

Jackie Cooper, President

(Print name/title of person executing on behalf  
of SBE-M/WBE Sub-consultant)

Date: 1/6/16

# ***Fidelity and Deposit Company of Maryland***

January 7, 2016

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

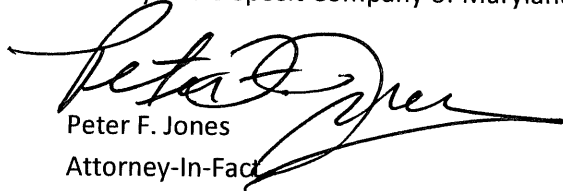
RE: Hedrick Brothers Construction Company, Inc.  
Bond No. 9183714

To Whom It May Concern:

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

Sincerely,

Fidelity and Deposit Company of Maryland

  
Peter F. Jones  
Attorney-In-Fact

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 9183714

BOND AMOUNT: \$4,081,975.00

CONTRACT AMOUNT: \$4,081,975.00

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, 19<sup>TH</sup> FLOOR,  
SCHAUMBURG, IL 60196

SURETY'S PHONE: 847-605-6000

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
CAPITAL IMPROVEMENTS DIVISION

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

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: MAIN DETENTION CENTER REPAIR AND REPLACEMENT

PROJECT NUMBER: 15218

DESCRIPTION OF WORK: INSTALLATION OF NEW CHILLED WATER AND HOT WATER  
EXTERIOR PIPING, NEW HORIZONTAL CHILLED WATER PIPING, HOT WATER PIPING,  
SANITARY SEWER PIPING, SANITARY SEWER PIPE LINING WITHIN EAST TOWER AND  
MISCELLANEOUS GENERAL REPAIR WITHIN EAST TOWER.

PROJECT LOCATION: 3228 GUN CLUB ROAD  
WEST PALM BEACH, FL 33406

LEGAL DESCRIPTION: 6-44-43, PT OF SEC LYG S OF & ADJ TO GUN CLUB RD & W OF  
& ADJ TO CONGRESS AVE R/WS K/A CRIMINAL JUSTICE COMPLEX & ANNEX

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 FOUR MILLION EIGHTY ONE THOUSAND NINE HUNDRED SEVENTY FIVE AND 00/100

Dollars (\$4,081,975.00)

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: MAIN DETENTION CENTER REPAIR AND REPLACEMENT  
Project No.: 15218

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Gartek Engineering Corp.  
LOCATION OF FIRM: 4723 W. Atlantic Ave., Suite A18, Delray Beach, FL 33445  
PHONE: 561-637-8909  
FAX: 561-637-8959

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

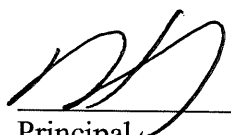
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of MAIN DETENTION CENTER REPAIR AND REPLACEMENT, 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

**Hedrick Brothers Construction Co., Inc.**

  
\_\_\_\_\_  
Principal

Dale Hedrick, President  
Printed Name & Title

(Seal)

  
\_\_\_\_\_  
Witness – Christine Charles

**Fidelity and Deposit Company of Maryland**

  
\_\_\_\_\_  
Surety

(Seal)

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

**FORM OF GUARANTEE**

GUARANTEE FOR Hedrick Brothers Construction Co., Inc. and Fidelity & Deposit Company of Maryland.

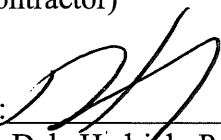
We the undersigned hereby guarantee that the MAIN DETENTION CENTER REPAIR AND REPLACEMENT, PBC #15218, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties 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.

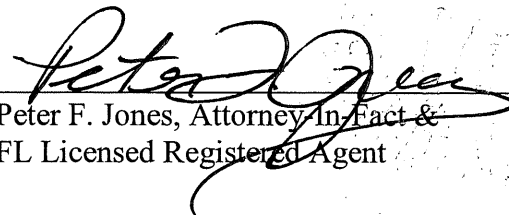
DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

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

By:   
Dale Hedrick, President

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

By:   
Peter F. Jones, Attorney In Fact &  
FL Licensed Registered Agent



CORPORATE ACKNOWLEDGMENT

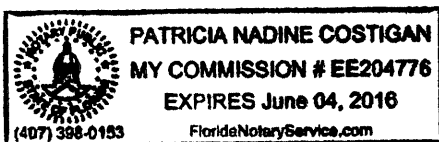
State of Florida  
County of Palm Beach

On this 7<sup>th</sup> day of January, 2016 before me  
personally came Dale R. Hedrick, to me known,  
who, being by me duly sworn, did depose and say that he/she resides in  
West Palm Beach, Fla.  
that he/she is the President of the  
Hedrick Brothers Construction

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)

Patricia Nadine Costigan



## CORPORATE ACKNOWLEDGMENT

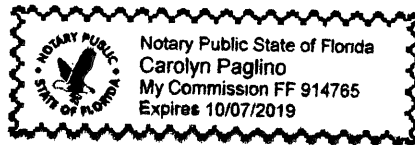
State of Florida  
County of Palm Beach

On this 7th day of January, 2016 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 & 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)



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

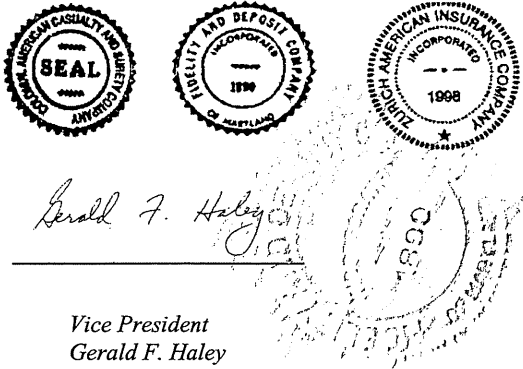
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, 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 5th day of October, A.D. 2015.

ATTEST:

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



By: Eric D. Barnes

Secretary  
Eric D. Barnes  
State of Maryland  
County of Baltimore

On this 5th day of October, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, 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 9, 2019



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\_\_\_\_.



*Thomas O. McClellan*

Thomas O. McClellan, 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, 2014

### ASSETS

Bonds.....	\$ 142,720,308
Stocks .....	21,816,223
Cash and Short Term Investments .....	2,077,768
Reinsurance Recoverable .....	10,375,303
Other Accounts Receivable .....	46,778,921
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 223,768,523</b>

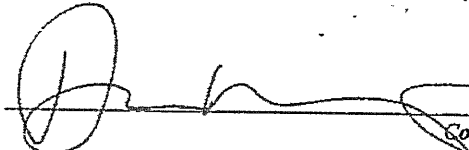
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 1,321,332
Ceded Reinsurance Premiums Payable.....	49,965,411
Securities Lending Collateral Liability.....	4,009,064
<b>TOTAL LIABILITIES .....</b>	<b>\$ 55,295,807</b>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,472,717
Surplus as regards Policyholders .....	168,472,716
<b>TOTAL .....</b>	<b>\$ 223,768,523</b>

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

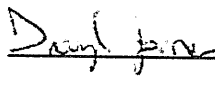
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

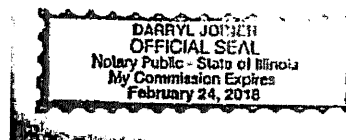
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.

  
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, 2015.

  
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/7/2016

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, Milette & Britt of FL 1020 N. Orlando Avenue Suite #200 Maitland FL 32751	CONTACT NAME: Angie Desormeaux	
	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	
	INSURER A :Amerisure Mutual Insurance Company	
	INSURER B :Amerisure Insurance Company	
INSURED HEDRICKBRO Hedrick Brothers Construction Co., Inc. 2200 Centrepark West Drive, Suite 100 West Palm Beach FL 33409	NAIC #	
	23396	
	19488	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 42773504 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 type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL20464580	6/30/2015	6/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
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	6/30/2015	6/30/2016	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CU2046456	6/30/2015	6/30/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

When required by written contract, those parties listed in said contract, including the certificate holder, are added as an additional insured with respect to the general liability, including ongoing and completed operations, auto liability and umbrella liability as afforded by the policy and/or 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 

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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		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

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

endorsements. When required by written contract, waiver of subrogation, with respect to the general liability, auto liability, and umbrella is granted to those parties listed in said contract, including the certificate holder. The general liability, auto liability, and umbrella certified herein are primary (and non-contributory) to other insurance available, but only to the extent required by written contract.

RE: - Project: MAIN DETENTION CENTER REPAIR & REPLACEMENT  
PBC Project # 15218.

\*30 days Notice of Cancellation\*

**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**

<b>Policy Number</b> GL 20464580	<b>Agency Number</b> 0845507	<b>Policy Effective Date</b> 06/30/2015
<b>Policy Expiration Date</b> 06/30/2016	<b>Date</b>	<b>Account Number</b> 20013688
<b>Named Insured</b> HEDRICK BROTHERS CONSTRUCTION CO. INC.	<b>Agency</b> BOWEN MICLETTE & BRITT OF FLORIDA, LLC	<b>Issuing Company</b> AMERISURE MUTUAL INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
- (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
- (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
- (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;
- we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:
- 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:
    - (1) Partnership;
    - (2) Joint venture; or
    - (3) 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, trustees are also insureds, but only with respect to their duties as trustees.

Includes copyrighted material of Insurance Services Office, Inc.



3. The insurance provided under this endorsement is limited as follows:
- a. That person or organization is an additional insured only with respect to liability arising out of:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy; or
    - (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.
  - b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
  - c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
  - d. Ongoing operations, as respects paragraph 3.a.(2) above, does not apply to "bodily injury" or "property damage" occurring after:
    - (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
    - (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
  - e. The limits of insurance that apply to the additional insured are the least of those specified in the:
    - (1) Written contract;
    - (2) Written agreement;
    - (3) Certificate of insurance; or
    - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
  - f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and 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:
      - (a) Maps;
      - (b) Drawings;
      - (c) Opinions;
      - (d) Reports;
      - (e) Surveys;
      - (f) Change orders;
      - (g) Design specifications; and
    - (2) Supervisory, inspection, or engineering services.

Includes copyrighted material of Insurance Services Office, Inc.

- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

<p style="text-align: center;"><b>ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)</b></p> <p>This endorsement modifies insurance provided under the following:</p> <p style="text-align: center;"><b>COMMERCIAL GENERAL LIABILITY COVERAGE PART.</b></p> <p style="text-align: center;"><b>SCHEDULE</b></p> <p>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.)</p> <p>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.</p> <p style="text-align: right;">Copyright, Insurance Services Office, Inc., 1984</p> <p><b>CG 20 10 11 85</b></p>
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- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

Includes copyrighted material of Insurance Services Office, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

SCHEDULE

Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

- 1. Refers to this policy;
- 2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
- 3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
- 4. Is on file at your agent or broker's office for this policy.

Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US

Number of Days Notice 30

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- 3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
- 4. Is on file at your agent or broker's office for this policy.

Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.



CERTIFICATE OF LIABILITY INSURANCE

HEDRI-1 OP ID: MH

DATE (MM/DD/YYYY)  
01/07/2016

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).

<b>PRODUCER</b> Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Jake Jacobson		<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> 800-538-0487 <b>FAX (A/C No):</b> 561-626-3153 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Hedrick Brothers Construction Company Inc 2200 Centrepark West Dr #100 West Palm Beach, FL 33409-6473		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Bridgefield Employers Ins. Co.		10701
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0830-54896 FLORIDA OPERATIONS	11/17/2015	11/17/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Palm Beach County - Main Detention Center Repair & Replacement (PBC Project #15218). Project Location: 3228 Gun Club Road, West Palm Beach FL 33406.

<b>CERTIFICATE HOLDER</b>  PALMBCO  Palm Beach County c/o Capital Improvements Div 2633 Vista Parkway West Palm Beach,, FL 33411-5604	<b>CANCELLATION</b>  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  <i>Jake Jacobson</i>
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