

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

Meeting Date: October 3, 2017

☒ Consent
☐ Workshop

☐ Regular
☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment No. 1 to the contract with Hedrick Brothers Construction Co., Inc. (R-2016-0430) in the amount of \$1,054,017 for the Main Detention Center Chiller Replacement project, in West Palm Beach.

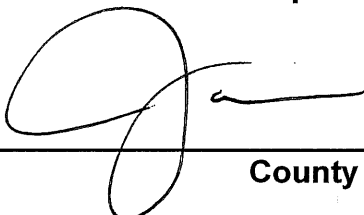

Summary: On April 4, 2017, the Board provided authorization for the County Administrator or her designee to execute a Guaranteed Maximum Price Amendment to the contract with Hedrick Brothers for the Main Detention Center Chiller Replacement project. In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached Amendment has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator's designee. This executed amendment is now being submitted to the Board to receive and file. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15%. The SBE participation for this Amendment is 75%. The cumulative SBE participation for this contract is 68%. Hedrick Brothers Construction Co., Inc. is a Palm Beach County business. **(Capital Improvements Division) Countywide/District 2 (LDC)**

Background & Justification: The replacement of the old chillers was originally planned to be accomplished in Phase 5 of the six (6) phase project. However, due to the lack of redundancy that exists due to one of the chillers being inoperable, the age of the second chiller and the inability to quickly get a temporary chiller in place in a timely manner in the event of the failure of the remaining chiller; both will be replaced in Phase 2 (current phase). Completion of the work as soon as possible will reduce/eliminate the possibility of loss of chilled water and HVAC.

Attachments:

1. Amendment No. 1
2. Agenda Item 3H-1, April 4, 2017
3. Budget Availability Statement

Recommended by:   9/15/17
Department Director Date

Approved by:   9/27/17
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|-------------------------|-------------|------|------|------|------|
| Capital Expenditures | \$1,054,017 | 0 | 0 | 0 | 0 |
| Operating Costs | | 0 | 0 | 0 | 0 |
| External Revenues | | 0 | 0 | 0 | 0 |
| Program Income (County) | | 0 | 0 | 0 | 0 |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | \$1,054,017 | | | | |
| # ADDITIONAL FTE | | | | | |
| POSITIONS (Cumulative) | | | | | |

Is Item Included in Current Budget? Yes X No

Budget Account No: Fund 3804 Dept 411 Unit B620 Object 4907



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

C. Departmental Fiscal Review: Ken Sykes 9/14/17


III. REVIEW COMMENTS:

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

John L. 9/19/17
OFMB ET 9/18 @ 9/19


Contract Administrator
9/25/17 

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

AMENDMENT #1
HEDRICK BROTHERS CONSTRUCTION COMPANY, INC.
ANNUAL DETENTION FACILITIES PROJECTS

MAIN DETENTION CENTER CHILLER REPLACEMENT
PROJECT NO. 17209
DISTRICT NO. 2

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 04/05/16 (R-2016-0430) 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;

The following recitals are true and correct and incorporated by reference:

1) 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.

2) 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.

3) 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:

a) **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 \$1,054,017 for the construction costs for removal and replacement of the two chillers and associated piping and temporary chiller during existing chiller replacement for the Main Detention Center Chiller Replacement Project. Refer to Exhibit A.

b) **SCHEDULE OF TIME FOR COMPLETION**

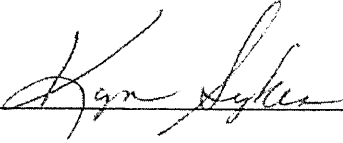
Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 150 calendar days of receiving the Notice to Proceed from the Owner. Liquidated Damages are \$500/day for failure to complete within the contract time or approved extension thereof.

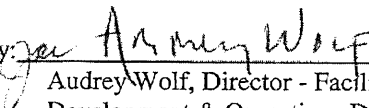
c) **ATTACHMENTS:** Exhibit A - GMP Proposal
 Public Construction Bond
 Form of Guarantee

IN WITNESS WHEREOF, Palm Beach County, a political subdivision of the State of Florida, and the Contractor have made and entered this Contract.

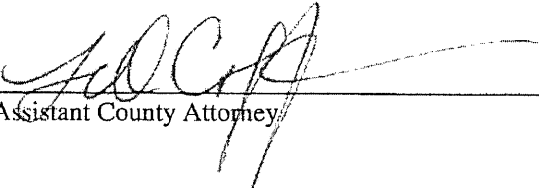
ATTEST:

BOARD OF COUNTY COMMISSIONERS,
BY ITS COUNTY ADMINISTRATOR

By: 

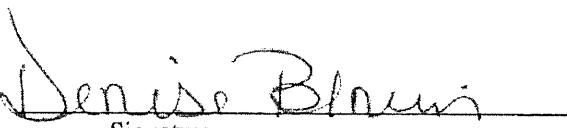
By:  7/14/17
Audrey Wolf, Director - Facilities
Development & Operations Dept.

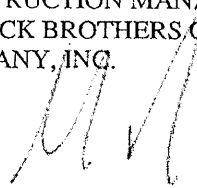
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


Assistant County Attorney

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:
HEDRICK BROTHERS CONSTRUCTION
COMPANY, INC.


Signature


Signature

Denise Blavin
Name (type or print)

Gene Paeker
Name (type or print)

Executive Vice President
Title

(Corporate Seal)

| Line No. | Description | Qty. | U | U/P | Individual Total | Total | Remarks |
|----------|---|------|-------|--------------|------------------|-----------|-----------------------|
| No. 1 | Cost of the Work | | | | | \$814,676 | |
| No. 2 | Purchase Chiller #1 | 1.0 | ls | \$222,025.00 | \$222,025 | | Stokes |
| No. 3 | Purchase Chiller #2 | 1.0 | ls | \$222,025.00 | \$222,025 | | |
| No. 4 | Hoisting Carting Chillers | 1.0 | ls | \$29,645.00 | \$29,645 | | |
| No. 5 | Removal of Chillers | 1.0 | ls | \$9,195.00 | \$9,195 | | |
| No. 6 | Dumpster Debris Removal | 1.0 | ls | \$2,365.00 | \$2,365 | | |
| No. 7 | Protection of Finishes | 1.0 | ls | \$1,875.00 | \$1,875 | | |
| No. 8 | Remove & Reinstall Door Gates & Controls | 1.0 | ls | \$3,449.00 | \$3,449 | | |
| No. 9 | Survey Items to Remain - Clean & Visual Inspect only | 1.0 | ls | \$1,472.00 | \$1,472 | | |
| No. 10 | Install Chiller #2 | 1.0 | ls | \$56,088.50 | \$56,089 | | |
| No. 11 | Install Chiller #1 | 1.0 | ls | \$56,088.50 | \$56,089 | | |
| No. 12 | Install Insulation Chiller #2 | 1.0 | ls | \$13,136.00 | \$13,136 | | |
| No. 13 | Install Insulation Chiller #1 | 1.0 | ls | \$13,136.00 | \$13,136 | | |
| No. 14 | Install Controls Chiller #2 | 1.0 | ls | \$25,324.50 | \$25,325 | | |
| No. 15 | Install Controls Chiller #1 | 1.0 | ls | \$25,324.50 | \$25,325 | | |
| No. 16 | Provide Test & Balance Chiller #2 | 1.0 | ls | \$4,761.00 | \$4,761 | | |
| No. 17 | Provide Test & Balance Chiller #1 | 1.0 | ls | \$4,761.00 | \$4,761 | | |
| No. 18 | Pre-work Survey for final Survey baseline | 1.0 | ls | \$2,975.00 | \$2,975 | | |
| No. 19 | Install Cleaning & Painting as Required (qualified Scope) | 1.0 | ls | \$4,235.00 | \$4,235 | | |
| | | | | | \$0 | | |
| No. 20 | Chiller Rental Allowance (Trane Unit) | 1.0 | allow | \$33,250.00 | \$33,250 | | (6 week est.) - Trane |

Palm Beach County
Main Detention Center – Chiller 1 & 2 Replacement
Project # 17209.00
Guaranteed Maximum Price
Assumptions and Clarifications rev # 3
July 11, 2017

1. We assume all Permits and Fees will be paid by Owner.
2. We exclude any hazardous material removal.
3. We assume the Design Professionals for the project have included all necessary notes, items, scopes and specifications for complete operational replacement of the chillers. Any and all Omissions and Errors on their part, are excluded. We have on behalf of the Owner requested a full operational system.
4. We assume Trane can fabricate and deliver the Chillers with-in a 10-week time period.
5. We exclude any code compliant upgrades, that are not listed in the plans & specifications.
6. We exclude project sign. We include safety work zone signage.
7. We include a Pre-work Water Test Survey so that the final Balancing has a milestone to meet. We exclude any improvement required over the specification of the new chillers. If existing system has issues outside of our scope – they are excluded from this proposal.
8. We exclude any field engineering. We exclude employment of a Land Surveyor. We exclude any type of survey documents.
9. We exclude existing utility verification for performance for new chillers.
10. Mock-ups are excluded from this Proposal.
11. Any and all laboratory testing is by Owner and excluded.
12. We exclude all temporary utility scopes and cost. We will use existing Water & Power services for this scope of work. Temp. toilet is included.
13. We exclude maintaining temperature and humidity in the work area.
14. We exclude replacing any existing chilled water piping and pipe insulation not associated with replacement of Chiller 1 and 2.
15. We assume all facilities staff personnel will be relocated from the work area, as determined by Hedrick and the Owner.
16. We assume we can relocate existing tools/equipment in the access area to remove and re-install the chillers.
17. We assume during removal and replacement work Owner will provide access to the work areas until new work is completed, tested and accepted.
18. We assume existing electrical systems can re-connect to the new chillers and run the chillers with-out interruptions.
19. We include patching only for any work performed under this contract. All other patching for existing conditions is by others.
20. All new equipment and piping will be painted as specified.
21. We exclude painting of the existing floors surrounding the chillers.
22. We exclude painting of walls and ceilings.
23. We excluded all exterior painting. We will patch over new core holes for Temp. Service.
24. We exclude painting of the existing concrete chiller pads.
25. We include temp. fence panels & signage for safety, at immediate work area.
26. We exclude temporary interior partitions and ceilings to separate work areas from Owner occupied areas.
27. We exclude aluminum covering on chilled water lines.
28. We exclude warrantee of existing equipment piping and valves.
29. We exclude HVAC general notes 6 & 7 on plan M1-00, indoor & outdoor air quality.
30. We exclude alteration or replacement of any existing power panels due to lack of space for breaker mounting hardware or installation of replacement breaker.

Palm Beach County
Main Detention Center – Chiller 1 & 2 Replacement
Project # 17209.00
Guaranteed Maximum Price
Assumptions and Clarifications rev # 3
July 11, 2017

31. We exclude water testing or recharging closed loop chemicals.
32. Our Survey Items to remain line in our budget is a cleaning and visual inspection of the four associated pumps for these chillers only.
33. Testing and balancing is included only for the new chillers.
34. Temp Chiller Trailer and Tractor are too large to drive into the fenced yard. We include a crane to insert the Chiller over the fencing and run parallel with the exterior generator room wall.
35. We exclude any modifications to the fencing at the mechanical yard area.
36. We will be chipping/coring holes thru the exterior wall for the Temp. piping. We include patching the holes when work is complete.
37. We assume the Engineer of record has approved and studied the proposed temp. Trane chiller and has confirmed it will provide the requirements for a temporary shutdown of the # 3 chiller on-site.
38. If the Temp. chiller is required at an earlier date than a week prior to the delivery of the permanent Chillers, additional monies will be required for the additional rental duration.
39. We have included the Trane Model Chiller Rental for 6 weeks. This item is an allowance for the benefit of the project.
40. We assume the 500 amp breaker (Panel HSBA) described in the Temp. Electrical Plan E – 4.00 – exist and is in working order.

Palm Beach County
Main Detention Center
Chiller CH-1 CH-2 Replacement
Project No. 17209.00
Guaranteed Maximum Price
List of Documents
July 11, 2017

| List of Drawings/Sheet Number | Description -100% Permit Set | Date |
|-------------------------------|--|----------------------|
| Cover Sheet | Cover Sheet | May 15, 2017 |
| M1-00 | Mechanical General Notes | May 15, 2017 |
| M2-00 | Mechanical Symbol Legend, Schedule & Notes | May 15, 2017 |
| M3-00 | Mechanical Demolition Floor Plan | May 15, 2017 |
| M4-00 | Mechanical Floor Plan | May 15, 2017 |
| M5-00 | Chiller Plant Diagram | May 15, 2017 |
| M6-01 | Mechanical Details | May 15, 2017 |
| E1-00 | Electrical General Note Legend & Abbreviation | May 15, 2017 |
| E2-00 | Parical Bldg F -Switchgear & Electrical Room | May 15, 2017 |
| E3-00 | Electrical Riser Diagram | May 15, 2017 |
| For Temporary Chiller | | |
| Sketch Option A | Temporary Chiller Layout Options with Piping | Issued June 22, 2017 |
| Sketch Option B | Temporary Chiller Layout Options with Piping | Issued June 22, 2017 |
| E4-00 | Electrical Requirements for Temp. Chiller | Issued June 22, 2018 |
| | | |
| | Specifications MDC Chiller CH-1 & CH-2 Replacement | May 15, 2017 |

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Main Detention Center Chiller 1 & 2 Replacement PROJECT NO. OR BID NO.: 17209.00
 NAME OF PRIME BIDDER: Hedrick Brothers Construction Co., Inc. ADDRESS: 2200 Centrepark West Drive, Suite 100, West Palm Beach, FL 33409
 CONTACT PERSON: Robin Lunsford PHONE NO.: 561 - 689 - 8880
 FAX NO.: 561 - 689 - 8860
 CCF #: 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) |
| | <input type="checkbox"/> | | | | | | |
| 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"/> | \$26,024.00 | | | | |
| E C Stokes Mechanical Contractor Inc. 2001 7th Ave. North Lake Worth Florida, 33461 561 582-3589 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | \$772,411.00 | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| (Please use additional sheets if necessary) | | | | | | | |
| | TOTAL | | \$26,024.00 | | \$772,411.00 | | |

Total Bid Price \$1,054,017.00 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 75% \$ 798,435 -

I hereby certify that the above information accurate to the best of my knowledge: [Signature] Robin Lunsford - Sr Project Manager
 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.

LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

Revised 3/15/11

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 17209.0 PROJECT NAME: PBC Main Detention Center Chiller Replacement
TO: Hedrick Brothers Construction
(Name of Prime Bidder)

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

Small Business Enterprise X Minority Business Enterprise _____

Black _____ Hispanic _____ Women X 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. Additional Sheets May Be Used As Necessary

| Line Item/ Lot No. | Item Description | Qty/Units | Unit Price | Total Price/ Percentage |
|-----------------------|------------------|-----------|------------|----------------------------|
| | HVAC | | | \$772,411. |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

at the following price or percentage 100%
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \$17,120. Malone Electric
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Stokes Mechanical Contractor, Inc.

Print name of
SBE-M/WBE Company

By: _____
(Signature)

Susan Stokes, President

Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 7/20/17

Page 1 of 5

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

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PROJECT NUMBER: 17209.0 PROJECT NAME: PBC Main Detention Center Chiller Replacement

To: Hedrick Brothers Construction

(Name of Prime Bidder)

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

Small Business Enterprise X

Minority Business Enterprise _____

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

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

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| Line Item/ Lot No. | Item Description | Qty/Units | Unit Price | Total Price/ Percentage |
|-----------------------|------------------|-----------|------------|----------------------------|
| | <u>HVAC</u> | | | <u>\$772,411.</u> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

at the following price or percentage 100%

(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \$5,000.

Pro-Air Co., Inc.

(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Stokes Mechanical Contractor, Inc.

Print name of
SBE-M/WBE Company

By: _____
(Signature)

Susan Stokes, President

Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 7/20/17

Page 2 of 5

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

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PROJECT NUMBER: 17209.0 PROJECT NAME: PBC Main Detention Center Chiller Replacement
TO: Hedrick Brothers Construction
(Name of Prime Bidder)

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

Small Business Enterprise X Minority Business Enterprise _____

Black _____ Hispanic _____ Women X 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. Additional Sheets May Be Used As Necessary

| Line Item/ Lot No. | Item Description | Qty/Units | Unit Price | Total Price/ Percentage |
|-----------------------|------------------|-----------|------------|----------------------------|
| | HVAC | | | \$772,411. |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

at the following price or percentage 100%
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \$36,900. Siemens Industry
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Stokes Mechanical Contractor, Inc.
Print name of
SBE-M/WBE Company

By: _____
(Signature)

Susan Stokes, President
Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 7/20/17

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

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TO: Hedrick Brothers Construction
(Name of Prime Bidder)

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Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

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

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| Line Item/ Lot No. | Item Description | Qty/Units | Unit Price | Total Price/ Percentage |
|-----------------------|------------------|-----------|------------|----------------------------|
| | HVAC | | | \$772,411. |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

at the following price or percentage 100%
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \$15,100. Trinity Insulation
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Stokes Mechanical Contractor, Inc.

Print name of
SBE-M/WBE Company

By: _____
(Signature)

Susan Stokes, President

Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 7/20/17

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 17209.0 PROJECT NAME: PBC Main Detention Center Chiller Replacement
TO: Hedrick Brothers Construction
(Name of Prime Bidder)

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

Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic _____ Women X 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. Additional Sheets May Be Used As Necessary

| Line Item/ Lot No. | Item Description | Qty/Units | Unit Price | Total Price/ Percentage |
|-----------------------|------------------|-----------|------------|----------------------------|
| | <u>HVAC</u> | | | <u>\$772,411.</u> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

at the following price or percentage 100%

(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \$20,000. Alligence Crane
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Stokes Mechanical Contractor, Inc.

Print name of
SBE-M/WBE Company

By: _____
(Signature)

Susan Stokes, President

Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 7/20/17

Page 5 of 5

BOND ISSUED IN TWO (2) ORIGINALS

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 9183725

BOND AMOUNT: \$1,054,017.00

CONTRACT AMOUNT: \$1,054,017.00

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: 1299 Zurich Way, 5th 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 CHILLER CH-1 & CH-2
REPLACEMENT

PROJECT NUMBER: 17209

DESCRIPTION OF WORK: REPLACEMENT OF CHILLER CH-1 & CH-2.

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 ONE MILLION FIFTY-FOUR THOUSAND SEVENTEEN AND 00/100

Dollars (\$1,054,017.00)

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 CHILLER CH-1 & CH-2
REPLACEMENT
Project No.: 17209

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 CHILLER CH-1 & CH-2 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

(Seal)

Dale Hedrick, President
Printed Name & Title

Witness

Carolyn Paglino

Fidelity and Deposit Company of Maryland

Surety

(Seal)

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

CORPORATE ACKNOWLEDGMENT

Form 152

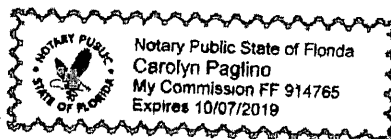
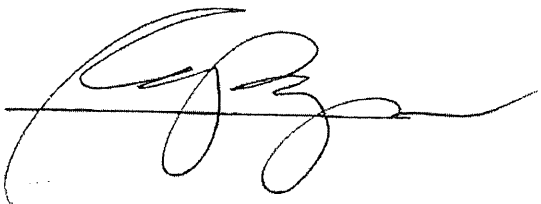
State of FL
County of Palm Beach

On this 19th day of July, 2017 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)



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

Gerald F. Haley

Vice President
Gerald F. Haley

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

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

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

Statement of Financial Condition As Of December 31, 2016

ASSETS

| | |
|--------------------------------------|-----------------------|
| Bonds | \$ 141,903,342 |
| Stocks | 22,845,654 |
| Cash and Short Term Investments..... | 3,080,053 |
| Reinsurance Recoverable | 13,996,720 |
| Other Accounts Receivable..... | 27,147,872 |
| TOTAL ADMITTED ASSETS | \$ 208,973,641 |

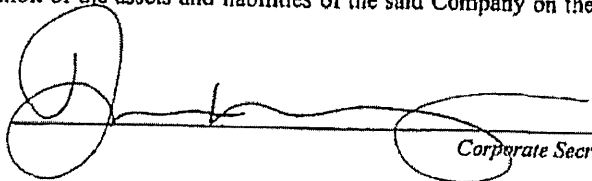
LIABILITIES, SURPLUS AND OTHER FUNDS

| | |
|---|-----------------------|
| Reserve for Taxes and Expenses | \$ 896,428 |
| Ceded Reinsurance Premiums Payable | 40,193,693 |
| Securities Lending Collateral Liability | 0 |
| TOTAL LIABILITIES | \$ 41,090,121 |
| Capital Stock, Paid Up | \$ 5,000,000 |
| Surplus | 162,883,521 |
| Surplus as regards Policyholders..... | 167,883,520 |
| TOTAL | \$ 208,973,641 |

Securities carried at \$62,166,344 in the above statement are deposited with various states as required by law.

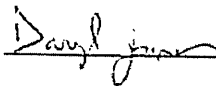
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

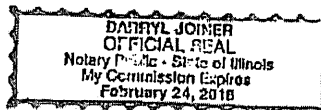
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.


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 1st day of March, 2017.


Notary Public



BOND ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

Bond No. 9183725

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Hedrick Brothers Construction Co., Inc. and
Fidelity and Deposit Company of Maryland.

We the undersigned hereby guarantee that the MAIN DETENTION CENTER CHILLER CH-1 & CH-2 REPLACEMENT PBC #17209, 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

Form 152

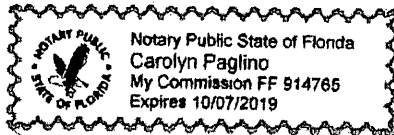
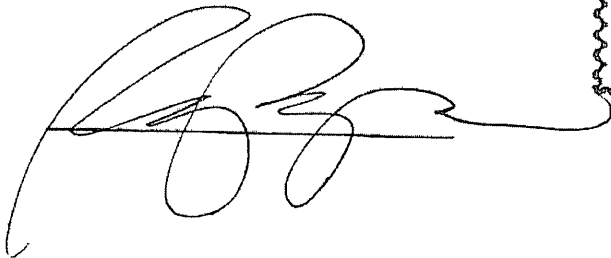
State of FL
County of Palm Beach

On this 19th day of July, 2017 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)



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

Gerald F. Haley

Vice President
Gerald F. Haley

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 20 day of July, 20 17.



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, 2016

ASSETS

| | |
|--------------------------------------|-----------------------|
| Bonds | \$ 141,903,342 |
| Stocks | 22,845,654 |
| Cash and Short Term Investments..... | 3,080,053 |
| Reinsurance Recoverable | 13,996,720 |
| Other Accounts Receivable..... | 27,147,872 |
| TOTAL ADMITTED ASSETS | <u>\$ 208,973,641</u> |

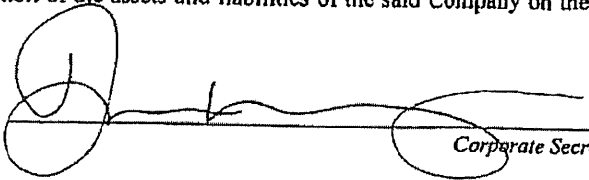
LIABILITIES, SURPLUS AND OTHER FUNDS

| | |
|---|-----------------------|
| Reserve for Taxes and Expenses..... | \$ 896,428 |
| Ceded Reinsurance Premiums Payable | 40,193,693 |
| Securities Lending Collateral Liability | 0 |
| TOTAL LIABILITIES | <u>\$ 41,090,121</u> |
| Capital Stock, Paid Up | \$ 5,000,000 |
| Surplus | 162,883,521 |
| Surplus as regards Policyholders..... | 167,883,520 |
| TOTAL | <u>\$ 208,973,641</u> |

Securities carried at \$62,166,344 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, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

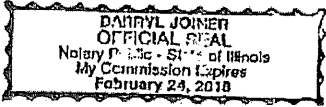
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.


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 1st day of March, 2017.


Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2017

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 Florida, LLC
1020 N. Orlando Avenue
Suite #200
Maitland FL 32751

CONTACT NAME: Sara Cunningham
PHONE (A/C No, Ext): 407-647-1616 FAX (A/C No): 407-628-1635
E-MAIL: certificates@bmbinc.com
ADDRESS:

INSURED HEDRICKBRO
Hedrick Brothers Construction Co., Inc.
2200 Centrepark West Drive, Suite 100
West Palm Beach FL 33409

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|-------------------------------|-------------------------------------|--------|
| INSURER A: | Amerisure Mutual Insurance Company | 23396 |
| INSURER B: | Amerisure Insurance Company | 19488 |
| INSURER C: | American Guarantee and Liability In | 26247 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 910791552

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 SUBR INSD | 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"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | Y | GL20464581102 | 6/30/2017 | 6/30/2018 | 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"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | CA20464571101 | 6/30/2017 | 6/30/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | SXS018184601 | 6/30/2017 | 6/30/2018 | 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 on-going and completed operations, auto liability, and excess liability as afforded by the policy and/or See Attached...

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach CA 90801

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 Florida, LLC | | 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 is granted with respect to the general liability, auto liability, and excess liability to those parties listed in said contract, including the certificate holder.

The general liability and auto liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

Project No. 17209.00 — PBC MDC Chiller CH-1 & CH-2 Replacement

30 days notice of cancellation or non-renewal of coverage, 10 day for non-payment applies in favor of Palm Beach County, per the attached endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –
FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

| | | |
|---|--|---|
| Policy Number GL20464581102 | Agency Number 0845507-15 | Policy Effective Date 06/30/2017 |
| Policy Expiration Date 06/30/2018 | Date 06/30/2017 | Account Number 20013688 |
| Named Insured Hedrick Brothers Construction Co., Inc. | Agency Bowen, Miclette & Britt of Florida, LLC | Issuing Company Amerisure Mutual Ins. Co. |

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional 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. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) 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
 - (b) 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.
 - (3) Completed operations coverage, but only if:
 - (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
 - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- However, the insurance afforded to such additional insured only applies to the extent permitted by law.
- b. If the written contract, written agreement, or certificate of insurance:
 - (1) Requires "arising out of" language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;
- then the phrase 'caused, in whole or in part, by' in paragraph 2.a. above is replaced by "arising out of".
- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
 - (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;
- then paragraph 2.a. above applies.
- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
 - e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
 - f. 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.

Includes copyrighted material of Insurance Services Office, Inc.

- g. 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.
- h. **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;
- but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. 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 coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

| 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. | |
| CG 20 10 11 85 | Copyright, Insurance Services Office, Inc., 1984 |

Policy Number: GL20464581102

Effective Date: 06/30/2017 - 06/30/2018

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL
CHANGE – THIRD PARTY**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation and/or nonrenewal provisions of the Coverage Form to which this endorsement is attached, we will not:

- 1. Cancel;
- 2. Nonrenew; or,
- 3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. If the person or organization named in the Schedule does not receive such notification within the time frame stated in this endorsement, this will not:

- 1. Extend any Coverage Form cancellation date;
- 2. Negate the cancellation as to any insured or any certificate holder;
- 3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
- 4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Policy Number: CA20464571101
Effective Date: 06/30/2017 - 06/30/2018

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.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 07/12/17

REQUESTED BY: Mike McPherson

PHONE: 233-0278

PROJECT TITLE: Main Detention Center Chiller Replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A - Annual

IST PLANNING NO.:

REQUESTED AMOUNT: \$1,054,017

BCC RESOLUTION#: R2016-0430*
DATE: 04/05/17

CSA or CHANGE ORDER NUMBER:

LOCATION: 3228 Gun Club Road

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 17209 7811774 MAXIMO

MO 7/17/17

CONSULTANT/CONTRACTOR: Hedrick Brothers Construction Company, Inc.

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

GMP for construction services

| | |
|-----------------------|--------------------|
| CONSTRUCTION | \$1,054,017 |
| PROFESSIONAL SERVICES | \$ |
| STAFF COSTS* | \$ <u>4,000.00</u> |
| EQUIP. / SUPPLIES | \$ |
| CONTINGENCY | \$ |
| TOTAL | \$1,058,017 |
| | <u>1,054,017</u> |

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. 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. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: DEPT: UNIT: OBJ:

3804- 411- B620- 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

| | |
|--|--|
| Ad Valorem (Amount \$ _____) | Infrastructure Sales Tax (Amount \$ _____) |
| State (source/type: _____ Amount \$ _____) | Federal (source/type: _____ Amount \$ _____) |
| Grant (source/type: _____ Amount \$ _____) | Impact Fees: (Amount \$ _____) |
| Other (source/type: _____ Amount \$ _____) | |

Department: _____

BAS APPROVED BY: [Signature]

DATE 7/13/17

ENCUMBRANCE NUMBER: _____

*Annual CM for Detention Facilities

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Agenda Item #:

34-1
HVIDK-70

Meeting Date: April 4, 2017

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department: Facilities Development and Operations

APPROVED

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

I. EXECUTIVE BRIEF

APR 04 2017

MINUTES & RECORDS SECTION
County Administrator or her
D.C.

Motion and Title: Staff recommends motion to authorize: designee to execute a Guaranteed Maximum Price Amendment ("GMP") to the contract with Hedrick Brothers Construction Co. Inc., (R2016-0430) in an amount not-to-exceed \$1,200,000 for the replacement of two (2) chillers at the Main Detention Center (MDC).

Summary: On April 5, 2016, the Board approved the Contract with Hedrick Brothers Construction Co. Inc., to provide construction management services for the Main Detention Center Renewal/Replacement Project. The chillers at the MDC provide chilled water for the MDC, PBSO Headquarters and Medical Examiner's Office. Two (2) of the chillers have recently been replaced but the other two ("old chillers") are over 20 years in age. One of the old chillers is currently inoperable and cannot be repaired. The one remaining operational chiller has a variety of end of life issues with the most critical reliability in addition to the increased maintenance costs. The design is nearing completion and Hedrick Brothers will begin competitive bidding process required by the Contract immediately thereafter. In order to ensure the replacement of the chillers before the height of summer and hurricane season and taking into account the long lead time for the chillers themselves, Staff is requesting the Board authorize the County Administrator or her designee to approve the purchase and installation upon receiving and evaluating the subcontractor bids for the work. Funding for this project is from the Public Building Improvement Fund (ad valorem). **(Capital Improvements Division) Countywide/District 2 (LDC)**

Background & Justification: The replacement of the old chillers was originally planned to be accomplished in Phase 5 of the six (6) phase project. However, due to the lack of redundancy that exists due to one of the old chillers being inoperable, the age of the second old chiller and the inability to quickly get a temporary chiller in place in a timely manner in the event of the failure of the remaining old chiller; Staff is recommending both be replaced in Phase 2 (current phase). Completion of the work as soon as possible will reduce/eliminate the possibility of loss of chilled water and HVAC.

RECEIVED

CAPITAL IMPROVEMENTS DIV.

APR 11 2017

FILE#: 15218 F1

CC: Mike

Recommended by:

Army Wolf

Department Director

3/7/17

Date

Approved by:

W. Baker

County Administrator

3/21/17

Date