

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

Meeting Date: May 1, 2018

Consent Regular
 Workshop Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the contract with Hedrick Brothers Construction Co., Inc. (R-2016-0430) in the amount of \$7,928,506.00 for the Main Detention Center Electronics Repair and Replacement (MDC ER&R) establishing a Guaranteed Maximum Price (GMP) for construction services.

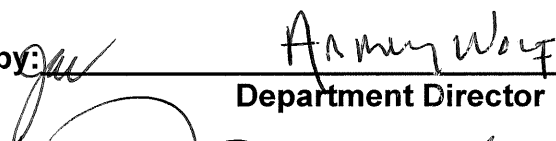
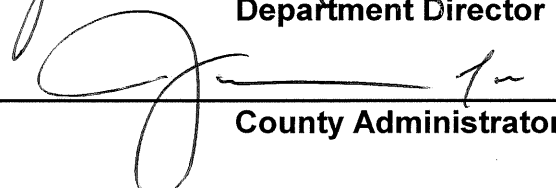
Summary: The replacement of the electronic infrastructure and systems (locking control, access control, intercom, CCTV, nurse call and fire alarm) in the Main Detention Center has been identified as a high priority due to its declining serviceability due to age which, if not addressed, can compromise the security and operation of the facility. This project will replace those antiquated electronic systems to maintain security and functional standards. This Amendment authorizes replacement of electronic systems throughout the South Tower. The South Tower will remain occupied during construction except for the immediate area of work. As such, the duration of construction is 560 days. The replacement of the electronic systems in the East and West towers will be authorized at a later date, concurrent with the non-electronic renewal/replacement work, when those towers are vacated for general facilities renewal/replacement work. The Small Business Enterprise (SBE) goal established by the SBE Ordinance for this contract is 15%. Hedrick Brothers Construction Co., Inc.'s SBE participation for this Amendment is 58.7% and including this Amendment. Hedrick Brothers Construction Co., Inc.'s overall SBE participation is 59.2%. This Amendment will be funded from **Infrastructure Sales Tax**. Hedrick Brothers Construction Co., Inc. is a Palm Beach County business and it is anticipated that 74% of the work will be performed by Palm Beach County businesses. **(Capital Improvements Division) Countywide/District 2 (LDC)**

Background and Justification: Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as general contractors issuing the subcontracts for construction. Hedrick was selected April 5, 2016 via a RFP issued for both the Main Detention Center Electronics Renewal/Replacement Project and the Detention Facilities Renewal/Replacement Project. These two major projects were combined as a result of; 1) concurrent work requirements, 2) to eliminate duplicative and contractor general costs; 3) to reduce the probability of repetitive extraordinary security awareness/training required for construction crew, and 4) set performance accountability with a single contractor.

The replacement of the electronic systems in the South Tower (and head end equipment for East and West) will be accomplished through this amendment. Due to the scope of work required to accomplish the electronic replacement/upgrade of CCTV systems in the East and West towers, that replacement will be authorized at a later date when those towers are vacated for the general facilities renewal/replacement project.

Attachments:

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

Recommended by:	 Department Director	4/6/18 Date
Approved by:	 County Administrator	4/19/18 Date

II. FISCAL IMPACT ANALYSIS

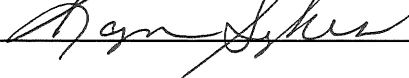
Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$7,928,506	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$7,928,506	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No
 Does this item include the use of federal funds? Yes No X

Budget Account No: Fund 3950 Dept 411 Unit B594 Object 4907


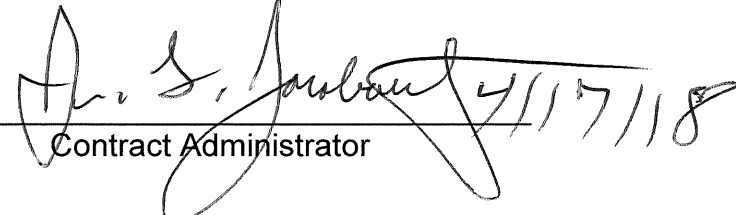
B. Recommended Sources of Funds/Summary of Fiscal Impact:

This Amendment is funded from 3950 Infrastructure Sales Tax. The design work was previously funded from Ad Valorem.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS:

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

<p><u></u> OFMB</p> <p><i>which</i> 4/16/18 4/13/18</p>	<p><u></u> Contract Administrator</p> <p>4/17/18</p>
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B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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



Main Detention
Center

LOCATION MAP



ATTACHMENT 1

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 03/30/18

REQUESTED BY: Mike McPherson

PHONE: 233-0278

PROJECT TITLE: Detention Facilities Renewal/Replacement (Electronics Repair & Replacement)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:

REQUESTED AMOUNT: \$7,928,506

BCC RESOLUTION#: R-2016-0430
DATE: 04/05/16

CSA or CHANGE ORDER NUMBER: Amendment #2

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 15218

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

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

GMP for construction services.

CONSTRUCTION	\$7,928,506.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$7,928,506.00

* 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:

3950 - 411 - 8594 - 4907

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

- Ad Valorem (Amount \$ _____)
- Infrastructure Sales Tax (Amount \$ 10,300,000)
- 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: 4/2/18

ENCUMBRANCE NUMBER: _____

ATTACHMENT 2

**AMENDMENT NO. 2 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
MAIN DETENTION CENTER (MDC)
ELECTRONICS REPAIR AND REPLACEMENT
PROJECT NO. 15218**

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Hedrick Brothers Construction Co., Inc., a Florida corporation, hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract dated April 5, 2016 between Palm Beach County ("Owner") and Hedrick Brothers Construction Co., Inc. ("Construction Manager") (R-2016-0430) ("Contract") is in full force and effect and that they intend to supplement the Contract by execution of this Amendment; and

WHEREAS, the Contract between Owner and Construction Manager requires that Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price as required by the Contract, which includes Construction Manager's fees for construction and warranty services and such other services as set forth herein and in the Contract.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth in the Contract and herein, and in consideration of the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. 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.
3. 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 and the GMP is established 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 **\$7,928,506** for the construction costs of MDC Electronics Repair and Replacement, as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

b) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **560** calendar days of receiving the Notice to Proceed from the Owner. Liquidated Damages are **\$1,440/day** for failure to complete within the contract time or approved extension thereof.

c) ATTACHMENTS

Pursuant to the requirements of the Contract, the following are attached hereto and incorporated herein by reference:

Exhibit A - GMP Proposal
Public Construction Bond
Form of Guarantee

4. Except as specifically modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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: _____
Melissa McKinlay, 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

MEGAN LOOBY
Name (type or print)

JACK WURZICHT
Name (type or print)

Title

(Corporate Seal)

April 9, 2018

Mr. Michael W. McPherson
Palm Beach County
Board of County Commissioners
Facilities Development & Operations Dept.
Capital Improvement Division
2633 Vista Parkway
West Palm Beach, FL. 33411

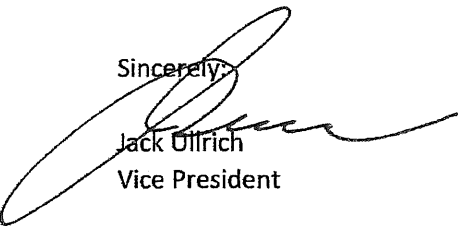
RE: Main Detention Center
South Tower - Phase 2
Project No. 15218

Dear Mr. McPherson:

As requested the Guaranteed Maximum Price cost breakdown for the above referenced project is as follows:

• General Requirements	= \$ 126,645
• Cost of the Work	= \$6,047,596
• Construction Phase Fee	= \$1,228,869
• Insurance	= \$ 147,507
• Bonds	= \$ 77,889
• Contingency	= <u>\$ 300,000</u>
• Total	= \$7,928,506

Sincerely,



Jack Ullrich
Vice President

SCHEDULE 1

**LIST OF PROPOSED SBE-M/WBE PARTICIPATION
CHANGE ORDER WORK**

PROJECT NAME: PBC MDC- South Tower Renewal/Replacement Phase 2 PROJECT NO.: 15218

NAME OF PRIME: HEDRICK BROTHERS CONSTRUCTION CONTACT PERSON: John Richardson

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH THE CCP. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT 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 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 WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	<u>M/WBE</u>	<u>SBE</u>	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Cooper Construction Management & Consulting, Inc. 3000 High Ridge Road, Suite 7 Boynton Beach, FL 33426 561-588-5222	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	___\$126,920.00___	_____	_____	_____	_____
2. Malone Electrical Solutions 1540 Donna Road West Palm Beach, FL 33409 561-242-0680	<input type="checkbox"/>	<input checked="" type="checkbox"/>	___\$4,532,741.00___	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)	Total		___\$4,659,661.00___	_____	_____	_____	_____

Total Price \$7,928,506.00 Total SBE Participation Dollar Amount \$4,659,661.00

I hereby certify that the above information accurate to the best of my knowledge: _____ Signature _____ Title Project Manager

- Note:
1. The amounts listed on this form for a SBE-M/WBE prime or subcontractor must be supported by prices or percentages 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 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.

**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: 15218 PROJECT NAME: PBC MDC-South Tower Renewal/Replacement Phase 2

TO: Cooper Construction Management
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (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: August 26, 2017 - August 25, 2020

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
	GMP - <u>consulting</u>			\$126,920/1.6%

at the following price or percentage \$126,920/1.6%
(SBE Prime or Subcontractor's Quote)

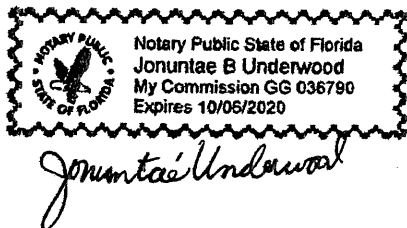
and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

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 N/A N/A
(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.



Cooper Construction Management

Print name of
SBE-M/WBE Company

By: [Signature]
(Signature)

Jackie W. Cooper, Jr. / President
Print name/title of person executing on behalf
of SBE-M/WBE

**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: 15218 PROJECT NAME: PBC MDC-South Tower Renewal/Replacement Phase 2

To: Malone Electrical Solutions
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (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: 3/3/2017-3/2/2020

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>GMP - Electrical</u>			<u>\$4,532,741/57%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage \$4,532,741/57%
(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.

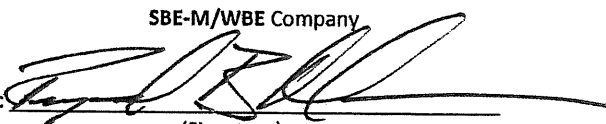
Price or Percentage N/A _____ N/A _____
(Name of Subcontractor)

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.

Malone Electrical Solutions

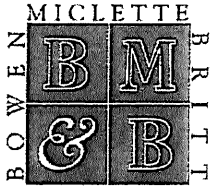
Print name of
SBE-M/WBE Company

By: 
(Signature)

Raymond B. Murdock, President
Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 4/2/2018



BOWEN, MICLETTE & BRITT OF FLORIDA, LLC
1715 N. Westshore Blvd. Suite 920
Tampa, FL 33607

April 9, 2018

Palm Beach County Board of County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Hedrick Brothers Construction Co., Inc.
Project: Main Detention Center – Renewal / Replacement Phase II
Bond No. 106881899

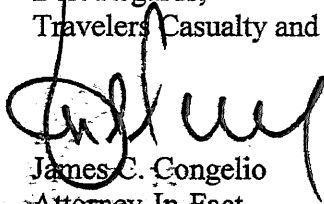
To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of Palm Beach County. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance and Payment bonds and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and email a copy to Melissa Beckworth at mbeckworth@bmbinc.com.

Please do not hesitate to contact our office should you have any questions in this regard.

Best Regards,
Travelers Casualty and Surety Company of America



James C. Congelio
Attorney-In-Fact

Insurance \ Bonds \ Risk Management
www.bmbinc.com

PUBLIC CONSTRUCTION BOND

BOND NUMBER 106881899

BOND AMOUNT \$7,928,506.00

CONTRACT AMOUNT \$7,928,506.00

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: Travelers Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square

Hartford, CT

06183

SURETY'S PHONE: 813-227-4306

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 - Renewal / Replacement Phase II

PROJECT NUMBER: 15218

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Renewal / Replacement of various items in the existing Main
Detention Center including but not limited to ~~access~~ electronics.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 3228 Gun Club Road, West Palm Beach, FL 33406

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 **Seven Million Nine Hundred Twenty Eight Thousand Five Hundred Six and 00/100**

Dollars (\$ **7,928,506.00**)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: **Main Detention Center - Renewal / Replacement - Phase II**
Project No.: **15218**
Project Description: **Renewal / Replacement of various items in the existing Main Detention Center including but not limited to a re-roof.**
Project Location: **3228 Gun Club Road
West Palm Beach, FL 33406**

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: **LEO A DALY COMPANY**
LOCATION OF FIRM: **1400 CENTRE PARK BLVD, SUITE 500,**
PHONE: **561.688.2111** **WEST PALM BEACH, FL 33401**

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 - Renewal / Replacement - Phase II, 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.

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.

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

Patricia Andina
 Witness

Hedrick Brothers Construction Co., Inc.
[Signature]
 Principal (Seal)

Melissa Beckworth
 Witness **Melissa Beckworth, Account Manager**

PRBS
 Title
Travelers Casualty and Surety Company of America
[Signature]
 Surety (Seal)

James C. Congelio, Attorney-In-Fact
 Title



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231761

Certificate No. 007107916

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James N. Congelio, James C. Congelio, and Lenita Wright

of the City of Maitland, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 26th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.